



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
JUNE 28, 2016
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Pledge of Allegiance

Approval of the minutes of the (1) Special City Council Worksession of June 14, 2016; and (2) Regular City Council Meeting of June 14, 2016.

PRESENTATIONS

1. Presentation of 2015 Food Safety Awards (Council Memo No. 47)
2. Presentation of the Gene & Mary Jacobsen Citizen of the Year for 2016 Award to Andy Gray. (Council Memo No. 46)
3. Annual Meeting with the Human Rights Commission.
4. Report from staff who attended the 2016 Transforming Local Government - League of Minnesota Cities Conference.

COUNCIL DISCUSSION

5. Hats Off to Hometown Hits

AGENDA APPROVAL

6. Approval of the agenda.
7. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of the approval of a request for a Temporary On Sale Intoxicating Liquor license for the activities scheduled to take place July 3 - 4, 2016 for the Minneapolis-Richfield American Legion Post #435, located at 6501 Portland Avenue South.

Staff Report No. 93

- B. Consideration of the approval of an annual request for a Community Celebration Event license, with a fee waiver and a Temporary On-Sale Intoxicating Liquor license, from the Fourth of July Committee for the events scheduled to take place at Veterans Memorial Park, July 3 - 4, 2016.

Staff Report No. 94

- C. Consideration of the approval of the Sponsorship Agreement between the City of Richfield and Best Buy Purchasing, LLC for the financial sponsorship of the 2016 Urban Wildland Half Marathon in the amount of \$2,250.00.

Staff Report No. 95

- D. Consideration of the approval of a resolution amending Appendix D of the Richfield City Code to provide for a registration fee for Beekeeping in the City.

Staff Report No. 96

- E. Consideration of the approval and acceptance of a five year agreement with the Minnesota Department of Health (MDH) Lead Unit to perform the initial environmental lead risk assessment for diagnosed cases of elevated blood lead levels in children under six years of age and pregnant women in the City of Richfield.

Staff Report No. 97

- F. Consideration of the approval of a resolution supporting the submittal of a grant application to the Metropolitan Council for the Richfield Parkway/Cedar Point South development project.

Staff Report No. 98

- G. Consideration of approval of the implementation of Bicycle Master Plan identified bike routes in the 2015 mill and overlay area as recommended by the Transportation Commission.

Staff Report No. 99

- H. Consideration of the approval of the renewal of the agreement with Hennepin County for the purchase of assessment services for the period commencing August 1, 2016 and ending July 31, 2020.

Staff Report No. 100

- I. Consideration of the approval of a resolution updating procedures for deferment of special assessments against owner-occupied homestead properties in hardship cases for qualifying homeowners.

Staff Report No. 101

8. Consideration of items, if any, removed from Consent Calendar

PROPOSED ORDINANCES

9. Consideration of the second reading of an ordinance allowing up to two licensed gambling organizations to conduct gambling at On Sale Liquor or Club establishments.

Staff Report No. 102

10. Consideration of the second reading of an ordinance repealing Section 910 of Richfield City Code pertaining to shade tree pest control and replacing it with a new Section 910 and a resolution authorizing summary publication.

Staff Report No. 103

RESOLUTIONS

11. Consideration of a resolution regarding land use approvals to allow construction of shoreline improvements and quasi-public amenities along the east side of Richfield Lake.

Staff Report No. 104

CITY MANAGER'S REPORT

12.
 - Update on renaming Edina portion of 76th Street to International Boulevard
 - City Manager's Report

CLAIMS AND PAYROLLS

13. Claims and payrolls

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

14. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



CITY COUNCIL MINUTES

Richfield, Minnesota

Special City Council Worksession

June 14, 2016

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 6:15 p.m. in the Bartholomew Room.

Council Members Present: Debbie Goettel, Mayor; Michael Howard; Edwina Garcia; Pat Elliott; and Tom Fitzhenry.

Staff Present: Kristin Asher, Acting City Manager/Public Works Director; Jeff Pearson, City Engineer; Jack Broz, Transportation Engineer; and Theresa Schyma, Deputy City Clerk.

Item #1	DISCUSSION REGARDING NORTHWEST RICHFIELD BICYCLE ROUTES (COUNCIL MEMO NO. 42)
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Transportation Engineer Broz discussed Northwest Richfield Bicycle Routes including existing and proposed routes, pavement markings and signs, trail construction, and the public input received at the May 24 Open House.

Council Member Howard stated that there was discussion at the Transportation Commission Meeting about crossing options at Girard Avenue.

Transportation Engineer Broz responded that it is a County road and Hennepin County does have safety concerns with having a crossing that close to a traffic signal. However, staff will work with the County to see if there are other options.

Transportation Engineer Broz discussed project funding. He stated Public Works staff will perform the work for signs and pavement markings while contractors will perform the work for trail construction.

Mayor Goettel stated she is supportive of this plan and wants the project to move forward.

Public Works Director Asher stated that the implementation of the Bicycle Master Plan will be on the next City Council agenda.

Item #2	DISCUSSION REGARDING 70TH STREET BICYCLE ROUTES (COUNCIL MEMO NO. 42)
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Transportation Engineer Broz discussed 70th Street Bicycle Routes including corridor connections, pavement markings and signs, 'No Parking' restrictions, projected timeline and project financing. He stated that the Three Rivers Park District is leading this project to add over two miles of planned bicycle route on 70th Street between Lyndale and Cedar Avenues.

Josh Bowe, Civil Engineer at Three Rivers Park District, stated that Three Rivers Park District will host an open house for public input in July.

Transportation Engineer Broz stated that there is strong value with what this corridor will contribute to the community, especially youth, with providing safer bicycle connections to parks, schools, bus routes, the community center and library.

Transportation Engineer Broz stated that due to the narrowness of 70th Street, certain areas will need to have 'No Parking' restrictions on both sides of the street. In one area, this proposed parking restriction would impact four homes that currently only have driveway access on 70th Street.

Transportation Engineer Broz stated that staff needs direction from the City Council to move forward including reaching out to the four homeowners whose driveway access would be impacted.

Council Member Howard stated that the Transportation Commission had a positive response to the proposed bicycle route.

The City Council consensus was to support the 70th Street Bicycle Route since providing safer bicycle connections along school routes is worth pursuing and for staff to contact the owners of the four homes whose driveway access would be impacted to get their input.

Council Member Garcia stated that she has received comments from senior citizens that they are concerned about adding bike lanes to the street as it takes a while to get used to when driving.

Council Member Fitzhenry stated that with more bicycle access on 70th Street the City may need to look into options for more bicycle parking and locking facilities along the route.

ADJOURNMENT

The worksession was adjourned by unanimous consent at 6:43 p.m.

Date Approved: June 28, 2016

Debbie Goettel
Mayor

Theresa Schyma
Deputy City Clerk

Kristin Asher
Acting City Manager/Public Works Director



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Meeting

June 14, 2016

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 7:00 p.m. in the Council Chambers.

Council Members Present: Debbie Goettel, Mayor; Michael Howard; Pat Elliott; Edwina Garcia; and Tom Fitzhenry.

Staff Present: Steven L. Devich, City Manager; Kristin Asher, Public Works Director; Bill Fillmore, Liquor Operations Director; Jeff Pearson, City Engineer; Betsy Osborn, Support Services Supervisor; Mary Tietjen, City Attorney; and Theresa Schyma, Deputy City Clerk.

OPEN FORUM

None.

PLEDGE OF ALLEGIANCE

Mayor Goettel led the audience in the Pledge of Allegiance.

Item #1	COUNCIL DISCUSSION <ul style="list-style-type: none">• Schedule of upcoming City Council meetings (Council Memo No. 43)• Hats Off to Hometown Hits
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Mayor Goettel announced the following schedule of upcoming City Council meetings:

- Special City Council Meeting on Saturday, July 16 at 8:30 a.m. to conduct advisory commission applicant interviews.
- Cancellation of the Regular City Council Meeting on Tuesday, August 9 due to the Primary Election.
- Special City Council Meeting on Friday, August 12 at 6 p.m. to canvass the Municipal Primary Election.
- Regular City Council Meeting of Tuesday, August 23 will remain on the schedule as planned.
- Special City Council Meeting to discuss the 2017 budget will occur on a date that is going to be selected by City staff

Council Member Fitzhenry reported on the success of the Memorial Day celebration at Veterans Memorial Park.

Council Member Howard commented on the recent tragedy in Orlando.

The City Council encouraged compassion at this difficult time and extended their condolences to the victims and their families. Furthermore, the City Council encouraged residents to always report any suspicious activity that they witness.

Council Member Garcia announced the Richfield Historical Society summer outdoor concert series and encouraged residents to go online for more information.

Mayor Goettel encouraged residents to apply to become advisory commission members before the application deadline of June 30.

Jeff Schwarz, Project Manager for the Met Council Sewer Lining Project, gave a brief update on the sewer lining project occurring on 66th Street.

Item #2	APPROVAL OF THE MINUTES
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M/Garcia, S/Elliott to approve the minutes of the Special Concurrent City Council, Housing and Redevelopment Authority and Planning Commission Worksession of May 24, 2016.

Motion carried 5-0.

M/Elliott, S/Garcia to approve the minutes of the Regular City Council Meeting of May 24, 2016.

Motion carried 5-0.

Item #3	COUNCIL APPROVAL OF AGENDA
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M/Fitzhenry, S/Howard to approve the agenda.

Motion carried 5-0.

Item #4	CONSENT CALENDAR
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- A. Consideration of the approval of the first reading of an ordinance allowing up to two licensed gambling organizations to conduct gambling at On Sale Liquor or Club establishments. S.R. No. 82
- B. Consideration of the approval of the bid minutes and tabulation for the Community Center Air Conditioning Replacement Project and authorize a construction contract from Cool Air Mechanical in the amount of \$316,800. S.R. No. 83
- C. Consideration of the approval of a resolution approving a two-year Interim Use Permit for occasional employee parking on a vacant lot adjacent to Lakewinds Co-op. S.R. No. 84

RESOLUTION NO. 11210

RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW OCCASSIONAL EMPLOYEE PARKING BY LAKEWINDS FOOD COOPERATIVE EMPLOYEES AT 6430 LYNDALE AVENUE SOUTH

This resolution appears as Resolution No. 11210.

- D. Consideration of the approval of a resolution authorizing the 77th Street Underpass Project application submission for Federal Surface Transportation Program funds under the Regional Solicitation process. S.R. No. 85

RESOLUTION NO. 11211

RESOLUTION AUTHORIZING SUBMISSION OF THE 77TH STREET UNDERPASS PROJECT FUNDING APPLICATION FOR FEDERAL SURFACE TRANSPORTATION PROGRAM FUNDS

This resolution appears as Resolution No. 11211.

- E. Consideration of the approval of a resolution authorizing the Lyndale Avenue Project application submission for Federal Surface Transportation Program funds under the Regional Solicitation process. S.R. No. 86

RESOLUTION NO. 11212

RESOLUTION AUTHORIZING SUBMISSION OF THE LYNDALE AVENUE PROJECT FUNDING APPLICATION FOR FEDERAL SURFACE TRANSPORTATION PROGRAM FUNDS

This resolution appears as Resolution No. 11212.

- F. Consideration of the approval of a resolution for reimbursement of certain expenditures from the proceeds of reconstruction bonds to be issued by the City for the following projects:
- 66th Street Reconstruction (2017-2019)
 - 6-Year Mill and Overlay (2018) S.R. No. 87

RESOLUTION NO. 11213

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF RICHFIELD TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE CITY WITH RESPECT TO THE 66th STREET RECONSTRUCTION PROJECT AND 6 YEAR MILL AND OVERLAY PROJECT

This resolution appears as Resolution No. 11213.

- G. Consideration of the approval of rejecting all bids submitted for the 2016 Sealcoat Project. S.R. No. 88
- H. Consideration of the approval of an Amendment of Commercial Lease with the Minnesota Department of Transportation and Amendment of License Agreement with Transmission Shop, Inc. for the parking lot at Cedar Avenue and Diagonal Boulevard. S.R. No. 89

M/Goettel, S/Howard to approve the Consent Calendar.

Motion carried 5-0.

Item #5	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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None.

Item #6	CONSIDERATION OF THE FIRST READING OF AN ORDINANCE REPEALING SECTION 910 OF RICHFIELD CITY CODE PERTAINING TO SHADE TREE PEST CONTROL AND REPLACING IT WITH A NEW SECTION 910 AND SCHEDULE A SECOND READING FOR JUNE 28, 2016. S.R. NO. 90
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Council Member Howard presented Staff Report No. 90.

Public Works Director Asher announced an open house regarding Emerald Ash Borer on June 21 at 6:30 p.m. at City Hall before the Community Services Commission meeting.

City Manager Devich commented that putting these changes into the City Code is important for residents because this allows the homeowner to go through the assessment process to have an ash tree removed. This will help the homeowner spread out the cost of tree removal for up to 5 years instead of one large bill.

M/Howard, S/Garcia to approve the first reading of an ordinance repealing Section 910 of the Richfield City Code pertaining to shade tree pest control and replacing it with a new Section 910 and scheduling a second reading for June 28, 2016.

Motion carried 5-0.

Item #7	CONSIDERATION OF A COOPERATIVE AGREEMENT WITH HENNEPIN COUNTY FOR THE COUNTY STATE AID HIGHWAY (CSAH) NO. 53 (66TH STREET) RECONSTRUCTION PROJECT. S.R. NO. 91
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Mayor Goettel presented Staff Report No. 91.

M/Goettel, S/Garcia to approve a Cooperative Agreement with Hennepin County for the County State Aid Highway (CSAH) No. 53 (66th Street) Reconstruction Project.

Motion carried 5-0.

Item #8	CONSIDERATION OF THE BID MINUTES AND TABULATION FOR THE CEDAR AVENUE LIQUOR STORE REMODEL AND UPGRADE AND AUTHORIZE A CONSTRUCTION CONTRACT FROM EBERT CONSTRUCTION INC., CORCORAN, MN IN THE AMOUNT OF \$782,200.00 AND BID ALTERNATE #1 FOR \$20,718.00. S.R. NO. 92
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Council Member Fitzhenry presented Staff Report No. 92.

Council Member Fitzhenry requested clarification on the reasoning for the 30-day hold on bid alternate #1.

Liquor Operations Director Fillmore explained the reason for the 30-day hold on bid alternate #1 is for the heating and air conditioning unit. City staff and the project architect believe the price was a bit too high and want time to investigate the matter further.

Mayor Goettel asked about the projected timeline of the remodel.

Liquor Operations Director Fillmore responded that the upgrade is scheduled to occur in September with the store re-opening the first week of November.

Council Member Fitzhenry asked if further City Council action will be required due to the 30-day hold on bid alternate #1.

City Manager Devich responded that the dollar amount of bid alternate #1 is well within the City Manager's authority to approve.

Mike Klass, Project Manager at Wold Architects & Engineers, added that if it is decided to incorporate bid alternate #1 then it would just be considered a project change order.

M/Fitzhenry, S/Goettel to approve the bid minutes and tabulation for the Cedar Avenue Liquor Store remodel and upgrade and authorize a construction contract from Ebert Construction Inc., Corcoran, MN in the amount of \$782,200.00 and a 30-day hold on bid alternate #1 for \$20,718.00 to allow sufficient time to assess whether the alternate bid is a good value.

Motion carried 5-0.

Item #9	CITY MANAGER'S REPORT
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City Manager Devich stated that at a future Council meeting he will present a draft letter to the Edina City Council requesting that Edina consider renaming their portion of 76th Street to International Boulevard to match the renaming of Richfield's portion of 76th Street. At this same time, a map will be presented for Council consideration of how far the City wants to ask Edina to extend the renaming of their portion of 76th Street, potentially from the Richfield border to Highway 100 in Edina.

Item #10	CLAIMS AND PAYROLLS
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M/Garcia, S/Goettel that the below claims be approved.

Motion carried 5-0.

M/Elliott, S/Goettel that the below payrolls be approved.

Motion carried 5-0.

U.S. Bank		06/14/16
A/P Checks: 250350-250782	\$	3,614,130.88
Payroll: 119349-119685	\$	594,288.03
TOTAL	\$	4,208,418.91

OPEN FORUM

None.

Item #11	ADJOURNMENT
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The City Council Meeting was adjourned by unanimous consent at 7:39 p.m.

Date Approved: June 28, 2016

Debbie Goettel
Mayor

Theresa Schyma
Deputy City Clerk

Steven L. Devich
City Manager

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

June 23, 2016

Council Memorandum No. 47

The Honorable Mayor
and
Members of the City Council

Subject: 2015 Food Safety Awards
(Agenda Item No. 1)

Council Members:

Attached is a summary of the steps and process used in determining the 2015 Richfield Food Safety Award nominees and winners.

The Richfield Advisory Board of Health is involved in this effort on an annual basis and believes it is important to place a priority on recognizing Richfield restaurants that are doing an excellent job of maintaining a food safety establishment. It is also important for these successful establishments to be recognized, and encourages other establishments to strive for the same outcome.

The awards will be presented to the winners at the City Council meeting on June 28, 2016 by Erin Rykken, Chair of the Richfield Advisory Board of Health.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:jf
Email: Assistant City Manager
Department Directors

Richfield Food Safety Awards – 2015

- Annual awards to acknowledge excellence in food safety and service – Focus on the good work that restaurants do rather than the bad.
- In 2006, Richfield Advisory Board of Health recommended starting a program in Richfield, similar to the existing award program in Bloomington.
- The health inspector nominates 3 to 4 candidates in two risk categories based on:
 - Food Collaborative Interviews
 - Inspection results
- Those categories are: full service (or large) restaurant and fast food/pizza carry out/cafeteria service.
- A team of interviewers visit each site to conduct the interviews. The team consists of members of the Richfield/Bloomington Food Collaborative who meet regularly with inspection staff and one another to discuss common interest areas.
- Nominees were judged on the following: how they manage risk factors on a daily basis, how the establishment encourages workers to be continually motivated about serving safe food, whether they can list five critical factors that affect food safety, have procedures in place when they receive customer complaints about customers feeling ill after having eaten there, what is the establishment's policy when an employee shows up for work with obvious symptoms of illness, a description of food safety training programs and policies, management's overall commitment to food safety and rating of the physical appearance of the establishment at the time of the interview.
- The results are provided to the Richfield Advisory Board of Health who presents the awards to the winners at a City Council meeting. Nominees will receive certificates via the mail. Photos of the presentation and a short article will be given to the Richfield Sun Current for publicity and positive exposure for the establishments.

2015 Winners are:

Full Service Restaurants:

Aida Mediterranean Cuisine (Winner) –2208 W. 66th St. – Owner: Amy Mohamed

Don Pablo's (Nominee) –980 W. 78th St. – General Manager– Ehrik Holland

Fast Food/Pizza Carry Out/Cafeteria:

Potbelly Sandwich Shop (Winner) – 7644 Lyndale Avenue South, - General Manager: Anna Paine

Einstein Brothers Bagels (Nominee) –704 W. 78th St. Street – General Manager: Rob Sleeth

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

June 23, 2016

Council Memorandum No. 46

The Honorable Mayor
and
Members of the City Council

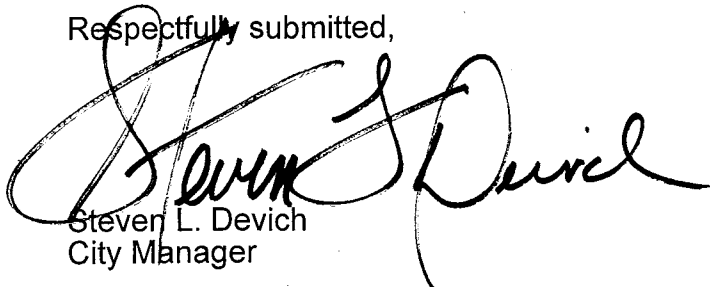
Subject: 2016 Gene & Mary Jacobsen Citizen of the Year award
(Agenda Item No. 2)

Council Members:

The Richfield Human Rights Commission has selected a Citizen of the Year award recipient since 1971. The award is given to a family, group, organization, business or individual who lives or works in Richfield and whose actions demonstrate an awareness and commitment to the attitudes and practices that foster human understanding, tolerance and the spirit of human relations.

The Human Rights Commission has voted to present the 2016 Gene and Mary Jacobsen Outstanding Citizen award to Andy Gray. Andy is a Richfield Resident who resides in the 6600 block of 11th Avenue South. Andy is the lead pastor at the Urban Refuge Church on 55th St. & Chicago Ave. For nearly 20 years, he has worked on the "Harmony Matters" campaign. He has successfully diversified the congregation at the Urban Refuge Church and forges partnerships with other race congregations across Minneapolis. He has led and participated in many events and activities throughout the community promoting race equality, human rights, social justice and making our community a better place for all. This year, he has also inaugurated the Harmony Matters Catalyst Fund at his church which aims to fund the salary of a new African American pastor on staff. Together, they work to promote diversity, equity and harmony; both within the church and in the greater community. Many of his efforts are focused on young people, which will assure a stronger community for future generations and a legacy of race harmony and human rights.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:kaa

Email: Department Directors
Assistant City Manager



STAFF REPORT NO. 93
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Betsy Osborn, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director
6/15/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a request for a Temporary On Sale Intoxicating Liquor license for the activities scheduled to take place July 3 - 4, 2016 for the Minneapolis-Richfield American Legion Post #435, located at 6501 Portland Avenue South.

EXECUTIVE SUMMARY:

On May 13, 2016 the City received application materials for a Temporary On Sale Intoxicating Liquor license for the Minneapolis-Richfield American Legion Post #435.

This annual request is in conjunction with the Richfield Fourth of July Community Celebration. The American Legion plans to have an open house with a live band in their parking lot and would like to serve food and refreshments, including alcohol. This year the American Legion is requesting the license for an additional day July 3, 2016. Their request is to serve alcohol on July 3, 2016 from 10:00 a.m. to 10:00 p.m. and from 8:00 a.m to midnight on July 4, 2016.

The Director of Public Safety has reviewed and approved the license application and sees no reason it should be denied.

The applicant has agreed to adhere to the traffic and parking conditions set by the Public Safety Department. Attached is the summary explaining the conditions.

All required information has been provided. All licensing fees have been received.

RECOMMENDED ACTION:

By Motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for the Minneapolis-Richfield American Legion Post #435, located at 6501 Portland Avenue South for the activities scheduled to take place July 3 - 4, 2016.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The applicant has satisfied the following requirements for the issuance of this license:

- The required licensing fee has been paid.

- Proof of liquor liability insurance has been submitted showing Integrity Mutual Insurance Company affording the coverage.
- The applicant has contacted the sanitarians from the City of Bloomington to ensure proper food handling practices are followed.
- Private security has been hired by the American Legion to patrol the area for this event.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

C. CRITICAL TIMING ISSUES:

The sale of intoxicating liquor must cease no later than 10:00 p.m on July 3, 2016 and no later than midnight on July 4, 2016.

D. FINANCIAL IMPACT:

The required licensing fees have been received.

E. LEGAL CONSIDERATION:

There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

The Council could decide to deny the requested license, which would mean the applicant would not be able to serve alcohol outside to the public during the Fourth of July activities.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Jeff Husaby - Legion Manager

ATTACHMENTS:

Description	Type
<div> <div></div> <div>Summary of Traffic and Parking Conditions for Mpls Richfield American Legion 4th of July Event</div> </div>	Backup Material

SUMMARY OF TRAFFIC AND PARKING CONDITIONS FOR MINNEAPOLIS RICHFIELD AMERICAN LEGION POST 435

4TH OF JULY EVENT

Richfield Public Safety staff has spoken with management from the American Legion to address some specific Public Safety issues and concerns. As a condition of the approval of their license it was decided Portland Avenue will be closed from 8:00 p.m. to 12:00 a.m. In addition, 66th Street will also shut down between the hours of 11:00 a.m. to 11:30 p.m. No through traffic will be allowed on 66th Street and Portland Avenue and all traffic will be routed away from the event. American Legion patrons will be allowed to enter the Legion parking lot until approximately 8:00 p.m. when Portland Avenue closes. Patrons will not be allowed to leave the Legion parking lot after 8:00 p.m. All patrons parked in the lot at 8:00 p.m. will be required to remain in the lot until 11:15 p.m. when all pedestrian traffic is clear on Portland Avenue. ONLY cabs and limos that are contracted with the Legion to provide sober cab services will be allowed to access the site from Portland Avenue after 8:00 p.m. These vehicles will have placards provided to them by the American Legion to identify their right to enter. At 11:15 p.m. when patrons are allowed to exit the American Legion lot, they will be able to go either direction on Portland Avenue and 66th Street. Also, vehicles that are parked at the ice arena will be instructed they need to remain in place until 11:15 p.m. All residents living on 66th Street and Portland Avenue will be allowed entrance onto these streets.



STAFF REPORT NO. 94
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Betsy Osborn, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director
6/15/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of an annual request for a Community Celebration Event license, with a fee waiver and a Temporary On-Sale Intoxicating Liquor license, from the Fourth of July Committee for the events scheduled to take place at Veterans Memorial Park, July 3 - 4, 2016.

EXECUTIVE SUMMARY:

On June 2, 2016, the City received applications for the Community Celebration Event, with a request of a fee waiver and Temporary On-Sale Intoxicating Liquor license, from the Fourth of July Committee for the events scheduled to take place at Veterans Memorial Park, July 3 - 4, 2016. The fee for the Temporary On-Sale Intoxicating Liquor license has been received, along with all required documentation, including liquor liability insurance.

The Director of Public Safety has reviewed and approved the license application and sees no reason for it to be denied.

The street dance is on July 3, 2016, and begins at 6:00 p.m. and ends at 12:00 a.m. Alcohol will be served from 6:00 p.m. to 11:30 p.m. On July 4, 2016, alcohol will be served from 7:00 p.m. to 10:00 p.m. On both days, alcohol will be served in an enclosed fenced in area with monitored entrance points. On both nights they will be selling strong beer and wine coolers only.

Public Safety police officers have been hired by the Fourth of July Committee to patrol the area for these events.

Food vendors will be available both days and the appropriate procedures will be followed.

RECOMMENDED ACTION:

By Motion: Approve the request for an annual Community Celebration Event license, with a fee waiver and a Temporary On-Sale Intoxicating Liquor license from the Fourth of July Committee for the events scheduled to take place at Veterans Memorial Park, July 3 - 4, 2016.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Each year the Fourth of July Committee completes an application for a Community Celebration Event license and requests the licensing fee of \$5,000 be waived for the activities taking place throughout the City.

The applicant has satisfied the following requirements for issuance of these licenses:

- The required licensing fee has been paid for the Temporary On-Sale Intoxicating Liquor license.
- All fees and applications have been received for the food concessions.
- Proof of liquor liability insurance has been submitted showing West Bend Mutual Insurance Company affording the coverage.
- A detailed plan of the days' events is currently on file.
- The applicant, as well as each professional concession, has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

C. CRITICAL TIMING ISSUES:

The Temporary On-Sale Intoxicating Liquor license, allowing for the sale of strong beer and wine coolers only, is valid for the street dance on July 3, 2016, from 6:00 p.m. to 11:30 p.m. and in the beer garden on July 4, 2016, from 7:00 p.m. to 10:00 p.m.

D. FINANCIAL IMPACT:

The required license fees have been received.

E. LEGAL CONSIDERATION:

There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

The Council could decide to deny the approval of the Community Celebration Event and Temporary On-Sale Intoxicating Liquor licenses. This would result in the applicant not being able to conduct activities, especially those concerning food preparation and alcohol sales.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Katherine Robison of the Fourth of July Committee has been notified of the date for Council consideration of this request.



STAFF REPORT NO. 95
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Jim Topitzhofer, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Jim Topitzhofer, Recreation Services Director
6/21/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the Sponsorship Agreement between the City of Richfield and Best Buy Purchasing, LLC for the financial sponsorship of the 2016 Urban Wildland Half Marathon in the amount of \$2,250.00.

EXECUTIVE SUMMARY:

Best Buy has graciously donated \$2,250 to be a significant sponsor of the 2016 Urban Wildland Half Marathon. Best Buy is also supplying volunteers to operate two water stations. In return, Best Buy and their logo will be prominently displayed on the following items:

- Starting Line Banner
- Runner Race Shirts
- Both water station locations
- Display at packet pick-up day
- City/Event website

RECOMMENDED ACTION:

By Motion: Authorize staff to execute the sponsorship agreement between the City of Richfield and Best Buy Purchasing, LLC for the financial sponsorship of the 2016 Urban Wildland Half Marathon in the amount of \$2,250.00.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Event: The Urban Wildland Half Marathon & 5K was founded in 2003 to continue the partnership between Wood Lake Nature Center and the Richfield Public Schools to provide environmental education curriculum to the student. The race itself has become an opportunity to demonstrate environmentally-friendly practices. All materials are either recyclable, reusable, or compostable, most of the food served at the event is organic, and every aspect of the race has been considered in an effort to leave a gentle footprint on the environment.

Date: August 6, 2016

Benefits: All proceeds from the Event sponsorship go to support the Wood Lake Nature Center located

in Richfield, MN.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

By policy, the City Council reviews, considers and executes all City contracts, including sponsorship agreements.

C. CRITICAL TIMING ISSUES:

There are no critical timing issues other than the event date is approaching on August 6, 2016.

D. FINANCIAL IMPACT:

Best Buy's sponsorship will provide \$2,250 to Wood Lake Nature Center's 2016 operating budget.

E. LEGAL CONSIDERATION:

City Attorney Mary Tietjen has reviewed the attached sponsorship agreement.

ALTERNATIVE RECOMMENDATION(S):

Council has the option of denying the sponsorship with Best Buy, however this would reduce operating revenues by \$2,250.

PRINCIPAL PARTIES EXPECTED AT MEETING:

There are no principal parties expected at the meeting.

ATTACHMENTS:

Description	Type
▣ Best Buy Sponsorship Agreement	Contract/Agreement

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement"), effective as of June 28, 2016 (the "Effective Date"), is made by and between **Best Buy Purchasing, LLC** with corporate offices at 7601 Penn Avenue South, Richfield, MN 55423 (the "Sponsor") and the **City of Richfield**, with administrative offices at 6710 Lakeshore Drive, Richfield, MN 55423 (the "Promoter"). The Sponsor and Promoter are each a "Party" to the Agreement. Collectively, the Sponsor and Promoter shall be referred to as the "Parties."

WHEREAS, the Parties each desire that Sponsorship activities shall be conducted (the "Sponsorship") as more particularly described in Exhibit A hereto, incorporated by reference subject to the terms of this Agreement; and

WHEREAS, the Parties desire to confirm their agreement respecting the Sponsorship in writing;

NOW, THEREFORE, the parties agree as follows:

1. Obligations.

(a) The Parties agree to perform their respective obligations as described in this Agreement, and as set forth particularly in Exhibit A. Except as otherwise provided herein, each Party will assume all costs associated with the performance of its responsibilities. Any and all elements of the Sponsorship not expressly detailed in the Sponsorship Agreement shall be as mutually agreed herein or as agreed in writing hereafter.

(b) Each Party warrants and represents that (i) it has full right and legal authority to enter into and perform this Agreement in accordance with its terms; (ii) the person signing this Agreement on its behalf is authorized to sign; (iii) it will comply with all federal, state and local laws and regulations applicable to its respective responsibilities and performance of this Agreement.

(c) Each Party agrees to promptly notify the other Party's designated representatives of any significant questions, concerns or complaints arising in connection with the Sponsorship, and they agree to work diligently to fully resolve same. The parties agree to reasonably cooperate with one another to facilitate the successful performance of their respective obligations, including all elements of the Sponsorship.

2. License Grant. Subject to Section 3, each Party hereby grants to the other Party a limited, non-exclusive, royalty-free license to use the trademarks, service marks, identifiers and copyrighted material (the "Licensed Material") designated by and belonging to the other Party solely in connection with this Sponsorship. Except as expressly provided herein, no property, license, permission or interest of any kind in or to the use of any trademark, service mark or copyright involving the Licensed Material is or is intended to be given or transferred to or acquired by the other party by the execution, performance or nonperformance of this Agreement or any part thereof. Upon the termination of this Agreement, any and all rights to use the

Licensed Material provided by the other party in connection with the Sponsorship will end. The provisions of this Section shall survive the termination of this Agreement.

3. Approval. Each Party agrees to submit to the other, in a timely fashion prior to finalization, copies of any materials utilizing the other Party's trademarks, service marks, identifiers and copyrighted material or making reference to the other Party, or its products, as well as any other materials concerning the Sponsorship. The Parties agree to provide one another notice of their respective approval or disapproval within five (5) working days after receipt of the material. Failure to notify the other Party within such five-day period shall be deemed to be disapproval. All objections, if any, will be discussed by the Parties, and no material will be used, which in the opinion of any Party hereto, (i) is inconsistent with the Party's overall image, (ii) might jeopardize any proprietary rights of any Party or a third party, or (iii) violates any contractual obligation of any Party.

4. Representations and Warranties. The Parties each represent and warrant to the other that (i) it owns or has permission to use and has the right to grant to the other party the limited, non-exclusive, royalty free right to use its Licensed Materials, [and that of relevant third party Sponsorship participants] in connection with the Sponsorship, as long as the Licensed Materials are used in conformity with the granting party's approval as set forth in Section 3; and (ii) the other party's use of the granting party's Licensed Materials, as approved by the granting party, will not infringe or violate the rights of any third party and will not give rise to any payment obligation on the part of the using party to any third party.

5. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party, its parent, affiliates and respective officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any loss, damage, liability or expense, including reasonable attorneys' fees and costs, in connection with any third party action or claim against any of the Indemnified Parties arising from the other Party's activities and responsibilities, in connection with the Sponsorship, or any advertising or promotional copy prepared by or for such Party in connection with the Sponsorship, including but not limited to, any such action or claim based on: (i) that Party's actual or alleged breach of any of its representations, warranties or obligations under this Agreement; (ii) the actual or alleged negligence or willful misconduct of that Party or any of its employees, agents, contractors, or subcontractors; (iii) approved use of that Party's Licensed Material in connection with the Sponsorship; or (iv) that Party's products or services. This provision shall survive the termination of this Agreement.

6. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, CLAIMS OR MATTERS ARISING OUT OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, VIOLATION OF LAW, CLAIMS PERTAINING TO A PARTY'S FRAUD, GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT, BODILY INJURY OR DEATH ATTRIBUTABLE TO A PARTY'S NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, VALUE OR SAVINGS SUFFERED BY SUCH PARTY, OR

ITS EMPLOYEES, AGENTS, MEMBERS, AFFILIATES OR CONTRACTORS, EVEN IF SUCH PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

7. Data Practices Compliance. The Parties agree to comply with Minnesota Statutes Chapter 13 in conjunction with the Sponsorship Agreement.

8. Term and Termination. This Agreement shall commence as of the effective date written above and shall terminate as of the end date of the Sponsorship (the "Term"), unless earlier terminated in writing by the non-breaching Party, after a material breach of this Agreement by the other Party which has not been cured within ten (10) business days from receipt of written notice of such breach.

9. Force Majeure. In the event that either Party hereto shall be prevented from the performance of any act required hereunder by reason of riots, insurrection, war, acts of God, force of nature, or other reasons of a like nature not under the control of the party delayed in performing work or doing acts required under the terms of this Agreement, then such party shall not be liable or deemed to be in default under this Agreement, and performance of such act shall be excused for the period(s) of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided the party delayed in performing promptly gives written notice to the other party of its inability to perform and uses its best efforts to cure such force majeure condition and comply with the terms of the Agreement as quickly as possible to the reasonable satisfaction of the other party.

10. Insurance. The Parties agrees to maintain appropriate insurance coverage during the term of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties regarding the Sponsorship and the promises stated herein (including the Sponsorship Document) shall be the only obligations of the Parties to each other in connection with the Sponsorship. The provisions of this Agreement may not be modified, amended or waived without the prior written consent of each Party.

(b) Neither Party shall have any liability for the other's products or services or their quality, price or method of sale or distribution. Each agrees to comply with all applicable laws and regulations in connection with the manufacture, marketing, sale and distribution of its products and services.

(c) The issuance or distribution of any press release or other publicity referring to the Sponsorship or this Agreement shall be subject to mutual review and approval.

(d) This Agreement may not be assigned, in whole or part, by either Party without the other Party's written consent.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to its choice of law provisions.

(f) It is understood and agreed that the Parties are acting as independent contractors in performance of their obligations hereunder. Nothing herein contained shall be construed as creating the relationship of a joint venture, principal and agent or employer and employee between Sponsor and Promoter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

Agreed to and authorized by:

Agreed to and authorized by:

Best Buy Purchasing, LLC – Sponsor

The City of Richfield – Promoter

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Exhibit A

This Exhibit A is incorporated by reference therein to the Sponsorship Agreement dated June 21, 2016 between **Best Buy Purchasing, LLC** (the “Sponsor”) and the **City of Richfield** (the “Promoter”).

Sponsorship activities shall be conducted (the “Sponsorship”) as documented in this Exhibit which sets forth the event details, fees and promotional activities pursuant to the Sponsorship Agreement between the parties.

I. Primary Contacts

Sponsor

Name: Sara Vandeventer
Title: Sr. Manager, Human Resources
Phone: 612-291-6422
Email: Sara.Vandeventer@bestbuy.com

Promoter

Name: Karen Shragg
Title: Manager, Wood Lake Nature Center
Phone: (612) 861-9366
Email: kshragg@cityofrichfield.org

Name: Amy Markle
Title: Naturalist
Phone: 612-861-9369
Email: amarkle@cityofrichfield.org

II. The Sponsorship

- **Event:** The Urban Wildland Half Marathon & 5K was founded in 2003 to save the partnership between Wood Lake Nature Center and the Richfield Public Schools to provide environmental education curriculum to the students. The race itself has become an opportunity to demonstrate environmentally-friendly practices. All materials are either recyclable, reusable, or compostable. Most of the food served at the event is organic, and every aspect of the race has been considered in an effort to leave a gentle footprint on the environment.
- **Date:** August 6, 2016
- **Time:** 7:00 AM
- **Benefits:** All proceeds from the Event sponsorship go to support the Wood Lake Nature Center located in Richfield, MN.

III. Responsibilities

Responsibilities of Sponsor:

- **Start Line:** Provide Best Buy and Geek Squad logos for placement at the starting line (high resolution file).
- **Race Shirts:** Provide Best Buy and Geek Squad logos for placement on the t-shirts (high resolution file).
- **Water Stops:** Secure appropriate number of volunteers to operate the water stops for the duration of the race.
- **Packet Pick-up:**
 - **Electronics Recycling:** Provide receptacles to recycle small electronics, batteries, cables and wires.
 - **Spectator Support:** Provide guidance to spectators who will be cheering for family and friends along the race course. Provide Best Buy tag-shaped tag board for fans to write encouraging messages to the runners.

Responsibilities of Promoter:

- **Start Line:** Placement of Best Buy and Geek Squad logos at starting line.
- **Race Shirts:** Procure, print and distribute race shirts to all participating runners that includes Best Buy and Geek Squad logos.
- **Water Stops:** Placement of Best Buy and Geek Squad logos at Best Buy water stops.
- **Race Website & Collateral:** Placement of Best Buy and Geek Squad logos on race website and on race packet materials.

IV. Fees.

a. Sponsorship Elections and associated Fees

Sponsor has elected to sponsor the following items:

Sponsorship Item	Description	Fee (USD)	Sponsorship Level
Start Line	Sponsor's name and logo on banner at the starting line	\$1,000	Gold
Race Shirts	Sponsor's name and logo on the back of runner's shirts	\$500	Silver
Two (2) Water Stops	Sponsor's name and logo on sign at water stop	\$500	Silver
Packet Pick-up Vendor	Promote Sponsor's business on packet pick-up day at the ice arena	\$250	Silver
TOTAL		\$2,250	

b. Payment Schedule.

Promoter will invoice the Sponsor for the sponsorship fee. Sponsorship fee will be due July 15, 2016. Check to be made out to: Wood Lake Nature Center and sent to Wood Lake care of Karen Shragg to 6710 Lake Shore Drive Richfield, MN 55423.

V. Term and Termination of this Exhibit.

The "Term" of this Exhibit commences on June 21, 2016 and continues until August 6, 2016 unless sooner terminated by either party pursuant to Section 7 of the Agreement.

VI. Billing Address.

Best Buy Corporate Campus
Attn: Accounts Payable
7601 Penn Avenue South
Richfield, MN 55423-3645

IN WITNESS WHEREOF, the Parties hereto have executed this Exhibit A.

Agreed to and authorized by:

Agreed to and authorized by:

Best Buy Purchasing, LLC – Sponsor

The City of Richfield – Promoter

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



STAFF REPORT NO. 96
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Betsy Osborn, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director
6/16/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution amending Appendix D of the Richfield City Code to provide for a registration fee for Beekeeping in the City.

EXECUTIVE SUMMARY:

In 2015, the City had received several requests to allow beekeeping and after staff research and discussions a draft ordinance was presented to the City Council to consider. The City had never addressed beekeeping previously and as a result of it being a new code, extensive discussions occurred between Community Development, Recreation and Public Safety staff with assistance and review from the City Attorney's office concerning the contents of the code being recommended.

A first reading of the ordinance occurred at the January 12, 2016 Council meeting with a second reading and approval from the City Council on January 26, 2016.

At that time, staff had not yet had an opportunity to determine the registration fee for beekeeping as the fee is intended to cover only the City's administrative costs as it relates to the processing and administering of the beekeeping registration. It has been determined that the fee should be \$30 and is being presented now for inclusion into Appendix D.

RECOMMENDED ACTION:

By Motion: Approve a resolution amending Appendix D of the Richfield City Code to provide for a registration fee for Beekeeping in the City.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

After receiving several requests from the community regarding a beekeeping ordinance, staff developed a draft ordinance in late 2015 for presentation to the City Council. This process included discussions with several other department staff members so that the ordinance was comprehensive.

A first reading of the ordinance occurred on January 12, 2016 with a second reading and approval occurring on January 26, 2016.

At the time the ordinance was presented to the City Council, a fee had not yet been determined. Staff believes the registration fee should be minimal to encourage those interested in beekeeping and is therefore recommending a fee of \$30 for a registration fee to cover the City's administrative costs.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

A resolution amending Appendix D to include a registration fee for beekeeping is attached.

C. CRITICAL TIMING ISSUES:

None

D. FINANCIAL IMPACT:

This fee is intended to cover the City's administrative costs.

E. LEGAL CONSIDERATION:

The City Attorney's office has drafted the attached resolution and supports its approval.

ALTERNATIVE RECOMMENDATION(S):

The City Council could decide not to approve the addition of a \$30 beekeeping registration fee to Appendix D but that would mean that the City's administrative costs to process a beekeeping registration would not be covered.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
□	Resolution to add a Beekeeping Registration fee to Appendix D	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AMENDING
APPENDIX D OF THE RICHFIELD CITY CODE TO
PROVIDE FOR A REGISTRATON FEE FOR BEEKEEPING IN THE CITY

BE IT RESOLVED by the City Council of the City of Richfield, Minnesota as follows:

WHEREAS, on January 26, 2016, the Richfield City Council approved an Ordinance allowing for beekeeping within residential areas of the City; and

WHEREAS, the Ordinance requires that anyone wishing to keep bees in the City register with the City and pay a registration fee; and

WHEREAS, the registration fee is intended to cover only the City's administrative costs related to processing and administering the beekeeping registration; and

WHEREAS, Appendix D to the Richfield City Code contains the City's schedule of fees and should be updated to reflect current fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that Appendix D to the Richfield City Code is hereby amended as follows to provide for a beekeeping registration fee:

Type of Permit or License	Section Requiring	Description	Fee
(1) Animals	<u>905.01</u> -905.29	(a) Animals (Spayed or Neutered with 1 Year option to purchase a multi-year license	\$15.00
		(b) Animals (Not Spayed or Neutered) 1 Year	\$25.00
		(c) Duplicate Animal License	\$7.00
		(d) Late Penalty	\$10.00
	<u>905.31</u> -905.33	(e) Commercial Kennel 1 Year	\$217.00
		(f) Residential Kennel 1 Year	\$164.00
		(g) Veterinary	\$217.00
	<u>905.37</u> -905.39	(h) Pigeons 1 Year	\$43.00
	<u>905.41</u>	(i) Non-domestic Animals (Temporary Permit)	\$30.00
	<u>905.01</u> -905.29	(j) Impounding (each animal) 1 st Time	\$64.00
		2 nd Time	\$127.00
		3 rd Time (each impound after)	\$191.00
		(k) Dangerous dog registration fee (State Statute 347.51)	\$500.00
	<u>906.13</u>	<u>(l) Beekeeping Registration fee</u>	<u>\$30.00</u>

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of June, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 97
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Betsy Osborn, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director
6/15/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval and acceptance of a five year agreement with the Minnesota Department of Health (MDH) Lead Unit to perform the initial environmental lead risk assessment for diagnosed cases of elevated blood lead levels in children under six years of age and pregnant women in the City of Richfield.

EXECUTIVE SUMMARY:

The City of Bloomington's lead-trained Environmental Health inspectors currently make the initial contact with lead cases and conduct the initial sampling for lead with Richfield paying for the laboratory sample analysis expense. These costs for laboratory sampling can cost several hundred dollars each and while they are conducted by the City of Bloomington staff they are not a part of Richfield's annual environmental health contract with Bloomington so this results in additional dollars being spent.

Under this five year agreement, the Minnesota Department of Health (MDH) Lead Unit will conduct the initial environmental lead risk assessment for diagnosed cases of elevated blood lead in children under six years of age and pregnant women in the City of Richfield. This includes making the initial contact with the individual and their family at home, and collecting environmental samples for laboratory analysis to determine the source of the lead exposure. MDH will not charge the City for these services.

RECOMMENDED ACTION:

By Motion: Approve the five year agreement with the Minnesota Department of Health (MDH) to perform initial environmental lead risk assessments in the City of Richfield.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The number of these types of cases has decreased to under ten each year in Richfield since approximately 2011. Bloomington, as well as Hennepin and Dakota Counties, have recently completed similar agreements with MDH in response to the decreasing number of elevated blood lead cases in their communities as well. The most recent information received from MDH was that Richfield had only seven cases of lead risk assessments in 2014.

Currently, the City of Bloomington's lead-trained Environmental Health inspectors make the initial contact

with cases and conduct the initial sampling for lead with the City of Richfield paying for the laboratory sample analysis expense. This agreement will result in a reduction of costs for the City of Richfield.

The contract would expire on March 1, 2021 with the option to renew.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

N/A

C. CRITICAL TIMING ISSUES:

Once the Richfield City Council approves this agreement, it will be forwarded to the State for their final approval.

D. FINANCIAL IMPACT:

This will result in a savings of approximately \$1,000 - \$1,500 annually as there is no cost to Richfield to do this over the five year period.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the contents of the legal agreement and has approved of it.

ALTERNATIVE RECOMMENDATION(S):

The Richfield City Council could decide not to enter into a five year agreement with the Minnesota Department of Health Lead Unit which would mean that the City of Bloomington would continue to conduct lead assessments. These types of assessments are not a part of Richfield's annual environmental health contract with Bloomington and as a result would mean that the City of Richfield would be responsible for paying the costs.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ MDH Lead Assessment Agreement	Contract/Agreement

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Health (“State”) and the City of Richfield (“Governmental Unit”).

Recitals

Under Minn. Stat. § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The purpose of this contract is to assist the Governmental Unit with assessment, testing and reporting of lead hazards in dwelling units associated with an elevated blood lead (EBL) level within its jurisdiction. The State is able to provide this assistance to the Governmental Unit according to Minnesota Statutes 144.9504, Subdivision 1(c).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** March 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date,** March 1, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

The State will assist the Governmental Unit by conducting risk assessments as outlined in Minnesota Statutes 144.9504, subdivision 2, and provide a risk assessment report pursuant to Minnesota Rules, part 4761.2680, subpart 2. The state will perform a visual assessment of the dwelling unit, sample paint, dust, soil, and water to determine lead content. The State will conduct a final clearance inspection and testing of floors, window sills, and window wells as outlined in Minnesota Statutes 144.9504, subdivision 9, and provide a clearance inspection report pursuant to Minnesota Rules, part 4761.2680, subpart 1. The State will also provide lead education associated with the risk assessment and clearance report findings to affected individuals.

The Governmental Unit will coordinate with the State when an EBL case is reported so that a risk assessment is conducted within the appropriate time frame set forth in Minnesota Statutes 144.9504, subdivision 2. Following the risk assessment, the state will provide to the Governmental Unit a copy of the risk assessment report along with testing data, floor plans, photographs, and chain of custody information. The Governmental Unit will be responsible for issuance of lead orders as outlined in Minnesota Statutes 144.9504, subdivision 5, including subdivisions 6 and 7 (swab team services and relocation of residents). The lead orders address lead hazards identified in the risk assessment report and requires that the property owner perform lead hazard reduction on all lead hazards that exceed regulatory standards for paint, dust, soil, and water.

Following completion of the lead orders, the Governmental Unit will contact the State to arrange for a clearance inspection of the dwelling unit. The Governmental Agency is responsible for ensuring case closure after the clearance inspection has passed, indicating that the lead hazards are no longer present in the dwelling unit. Requirements for case closure are outlined in Minnesota Statutes 144.9504, subdivision 10.

The State and Governmental Unit will jointly review the terms and conditions of the agreement prior to the expiration date as a determination for renewal of the agreement between the parties.

3 Payment

The total obligation of the State under this agreement will not exceed \$0. This is a no-cost agreement.

4 Authorized Representatives

The State's Authorized Representative is Daniel Locher, EH Supervisor, 625 Robert Street North, St. Paul, Minnesota 55164-0975, (651) 201-4605, or his successor.

The Governmental Unit's Authorized Representative is Betsy Osborn, Support Services Division Manager in the Public Safety Department, City of Richfield, 6700 Portland Avenue South, Richfield MN 55423, (612) 861-9881, or her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

Each Party shall be responsible for its own acts or omissions and the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. §3.736, and other applicable laws, governs the State's liability. The liability of the Governmental Unit is governed by the Municipal Tort Claims Act, Minn. Stat. Chapter 466, and other applicable laws.

Pursuant to Minn. Stat. §471.59, Subd. 1a(b), for purposes of determining total liability for damages, the parties are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minnesota Statutes §§3.736 and 466.04, subd. 1.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain

funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Contract No. A-_____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCYBy: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Distribution:

Agency

Governmental Unit

State's Authorized Representative - Photo Copy



STAFF REPORT NO. 98
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Karen Barton, Community Development Assistant Director

DEPARTMENT DIRECTOR REVIEW: Karen Barton, Acting Community Development Director
6/21/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution supporting the submittal of a grant application to the Metropolitan Council for the Richfield Parkway/Cedar Point South development project.

EXECUTIVE SUMMARY:

City staff submitted a preliminary project concept plan to the Metropolitan Council Livable Communities Demonstration Account (LCDA) program on May 2, 2016 to request funding for the construction of Richfield Parkway through the prospective Cedar Point South development. The preliminary project concept plan was approved by the Met Council on June 2nd, allowing the City to make formal application for the funding.

The grant application is due on July 1, 2016. As part of the application, the City Council must pass a resolution supporting the grant application to the Met Council.

If approved, staff will be submitting a grant application request in the amount of approximately \$1,400,000.

RECOMMENDED ACTION:

By Motion: Adopt a resolution identifying the need for Livable Communities Demonstration Account Funding and authorizing an application for grant funds associated with the Cedar Point South Development Project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Anderson Companies (d/b/a Inland Development LLC) (Developer) is proposing to develop a portion of the Cedar Point South area, bounded by 66th Street to the north, 68th Street to the south, 17th Avenue to the west, and Cedar Avenue to the east, with approximately 300 units of multi-family rental housing.
- As part of the Cedar Corridor Master Plan, Richfield Parkway is intended to continue south of 66th Street to 77th Street as development/redevelopment occurs in the corridor.
- A portion of Richfield Parkway will run through the Developer's proposed project between 66th and 68th Streets. The existing street in the project area was constructed as a temporary street with the understanding that it would be replaced with the permanent Richfield Parkway when development occurs.

- The proposed project is contingent upon a funding source being identified for the construction of Richfield Parkway through the project area.
- The Richfield Housing and Redevelopment Authority (HRA) entered into a Preliminary Development Agreement with the Developer on October 19, 2015 and is currently in the process of drafting a Contract for Private Development with the Developer.
- The project is tentatively scheduled to break ground in early 2017.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- It is the City's policy to seek grant funding opportunities as practicable.
- City of Richfield's 2008 Comprehensive Plan:
 - *Maintain a housing supply that meets changing needs while sustaining the integrity of existing neighborhoods; maintaining a diversity of housing types and prices ranges*

C. CRITICAL TIMING ISSUES:

The grant application is due July 1, 2016.

D. FINANCIAL IMPACT:

The application will be requesting approximately \$1,400,000 to fund the construction of Richfield Parkway and other project components.

E. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

Do not adopt the resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

A representative from Inland Development may attend.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Cedar Point South Met Council LCDA Grant Application Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT FUNDING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDS FOR ASSOCIATED WITH THE CEDAR POINT SOUTH DEVELOPMENT PROJECT

WHEREAS, the City of Richfield is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2016 as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

WHEREAS, the City has identified a proposed project within the City that meets the Demonstration Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial and financial capability to ensure adequate project and grant administration; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the contract grant agreements; and

WHEREAS, the City agrees to act as legal sponsor for the project contained in the grant application submitted on July 1, 2016; and

WHEREAS, the City acknowledges Livable Communities Demonstration Account grants are intended to fund projects or project components that can serve as models, examples or prototypes for development or redevelopment projects elsewhere in the region, and therefore represents that the proposed project or key components of the proposed project can be replicated in other metropolitan-area communities; and

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding.

NOW, THEREFORE BE IT RESOLVED, that, after appropriate examination and due consideration, the governing body of the City:

Finds that is in the best interests of the City's development goals and priorities for the proposed project to occur at this particular site and at this particular time;

Finds that the project components for which Livable Communities Demonstration Account funding is sought will not occur solely through private or other public investment within the reasonably foreseeable futures and will occur within three years after a grant award only if Livable Communities Demonstration Account funding is made available for this project at this time; and

Represents that the City has undertaken reasonable and good faith efforts to procure funding for the project component for which Livable Communities Demonstration Account funding is sought but is not able to find or secure from other sources funding that is necessary for project component completion in the timeframe required for development to occur.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to submit on behalf of the City, an application for Metropolitan Council Livable Communities Demonstration Account grant funds for the project components identified in the application, and to execute such agreements as may be necessary to implement the project on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of June, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 99
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Jack Broz, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
6/22/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of approval of the implementation of Bicycle Master Plan identified bike routes in the 2015 mill and overlay area as recommended by the Transportation Commission.

EXECUTIVE SUMMARY:

At their June 1, 2016 meeting, the Transportation Commission recommended implementation of routes identified in the Bicycle Master Plan for the area of the city that received mill and overlay in 2015. The area is bounded by I-35W and Xerxes/York Ave to the east and west, and 66th St and TH 62 to the north and south. This project will add over 2.5 miles of planned bicycle routes in Northwest Richfield. The facilities are generally on-street, "share the road" markings with signage. A short section of multi-use trail along the TH 62 noise wall will complete the gap left with the Crosstown project.

Project details were presented at a Public Project Open House on May 24, 2016. Feedback was generally positive at the meeting. A summary of the meeting is attached.

RECOMMENDED ACTION:

By Motion: Approve the implementation of bike routes identified in the Bicycle Master Plan for the 2015 mill and overlay area, as recommended by the Transportation Commission.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Background

- The streets in the project area received mill and overlay in 2015.
- Goals for multimodal transportation options for Richfield residents are identified in the following approved documents:
 - Comprehensive Plan
 - Complete Streets Policy
 - Bicycle Master Plan
 - Guiding Principles
- Current procedure for bike route implementation is to hold the public involvement, route design, and construction the year following mill and overlay of a given section of the City.
- The proposed project would add over 2.5 miles of identified bicycle routes in Northwest Richfield,

north of 66th Street and west of I-35W.

Public Involvement

- A Public Open House was held on May 24, 2016 for the proposed routes.
- Feedback was generally positive; a meeting summary is attached.
- The Transportation Commission recommended the project during their June 1, 2016 meeting after reviewing project details and the results of the Open House.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The proposed routes are consistent with the following approved City documents:
 - Comprehensive Plan (Chapter 6 - Transportation)
 - Complete Streets Policy
 - Bicycle Master Plan

C. CRITICAL TIMING ISSUES:

- The streets in the project area received mill and overlay in 2015.
- The current procedure to implement the Bicycle Master Plan is to apply new bike routes the year following mill and overlay in each section of the City.

D. FINANCIAL IMPACT:

- Local (City) funds will be used for the project
- Public Works staff will perform the work for striping and signing.
- Contractors will perform the work for multiuse trail construction.

E. LEGAL CONSIDERATION:

The amount of purchase is estimated to be less than \$100,000, and therefore sealed bids are not required by the law governing contracts or purchases by the City of Richfield.

ALTERNATIVE RECOMMENDATION(S):

Council may chose to not implement the proposed routes at this time and direct staff on how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
❑ Project Fact Sheet	Backup Material
❑ 05242016 Open House Meeting Summary	Backup Material

Northwest Richfield Bicycle Routes

Purpose

The City's Complete Streets Policy, Bicycle Master Plan and Guiding Principles have established goals for multimodal transportation options for Richfield residents. This project is intended to add over 2.5 miles of planned bicycle routes in Northwest Richfield, (north of 66th Street and west of I-35W). The streets in this same area were Milled and Overlaid in 2015. The new pavement markings can be applied to implement the bicycling network after the Mill and Overlay is completed in a section of the City.

Project Elements

Features of the project include:

- Bicycle Route Pavement Markings and Signs
- New Street Name Signs
- New 10' Multi-use Path construction from Russell Avenue to Newton Avenue (adjacent to the MnDOT noise walls for Highway 62)

May 24th Open House Info

- Display Boards
- Handout

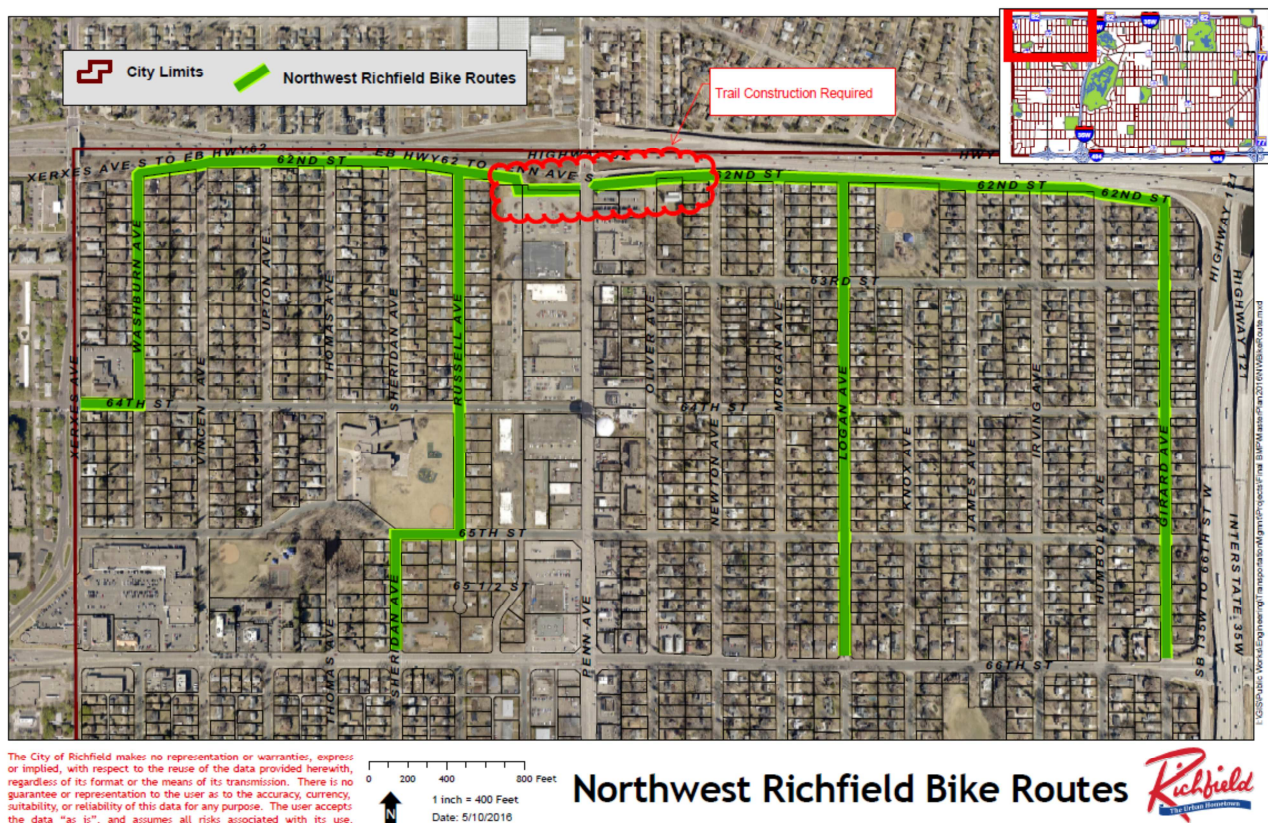
Timeline

Construction to begin in 2016 and completed in 2016

Project Financing

City Funding

Project Map



Meeting Summary

Public Open House 5/24/2016

Madison Park Shelter

Northwest Richfield Bicycle Routes Improvement Project

Meeting Purpose

The goal of the meeting was to let the public know about the upcoming project and project's features:

- **Loop Route** (Xerxes to Girard via 64th St/Washburn Ave/62nd St)
- **Sheridan/Russel Route** (62nd St to 66th St)
- **Logan Route** (62nd St to 66th St)
- Pavement Markings
- Street Name Signs
- Multiuse Path construction

Meeting Notice

- Approximately 1300 invitations were mailed to the property owners in the Richfield area north of 66th St and west of I-35W
- Posted on the City's website calendar
- Sweet Streets Website updated with project information
- Open House "Facebook events" were created on the Sweet Streets Page

Public Response

Approximately 20 residents attended and 15 comment cards were filled out.

Written comment summary:

- 10 comments were supportive of the proposed design along with related notes as follows:
 - 1 comment requested wider trail segments
 - 1 comment requested secure bicycle parking within the City
 - 1 comment disappointed that crossing 66th St at Girard will not be allowed
 - 1 comment requested a better crossing of Penn Ave
- 2 comments expressed concerns about adding bicycle traffic on narrow streets with parking on both sides of the street
- 3 comments were received that did not comment on the proposed project.
 - 2 comments expressed concerns regarding traffic and parking conflicts on 63rd and Penn.
 - 1 comment expressed concern that Madison Park had not received improvements after the Crosstown project impacts occurred.

Meeting Photos

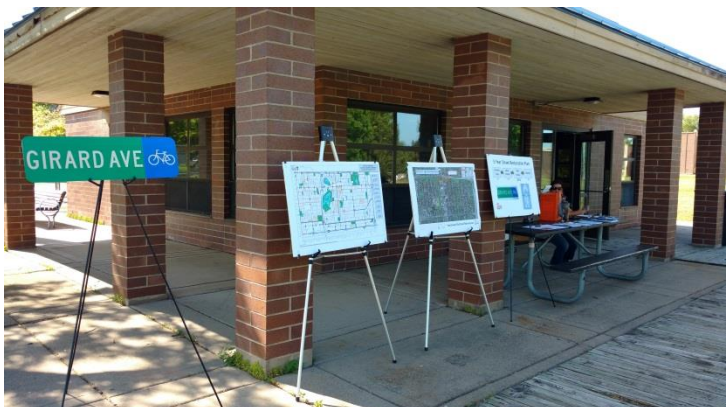


Figure 1- Meeting Format

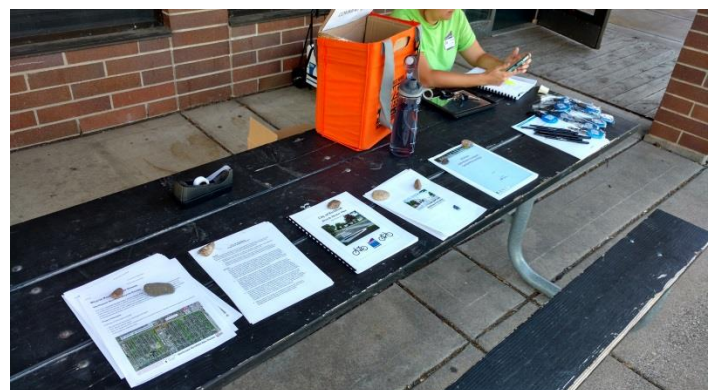


Figure 2- Resource Table



STAFF REPORT NO. 100
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the renewal of the agreement with Hennepin County for the purchase of assessment services for the period commencing August 1, 2016 and ending July 31, 2020.

EXECUTIVE SUMMARY:

In 1981, the City of Richfield entered into the first of a series of four-year contracts with Hennepin County for assessment services. Prior to that time, assessment services were performed by a City assessing staff consisting of a City Assessor and three Property Appraisers. The current contract with Hennepin County will expire on July 31, 2016. The City must take action to renew the contract with Hennepin County or hire a City Assessor and property appraising staff.

RECOMMENDED ACTION:

By Motion: Authorize the City Manager to execute renewal contract number A165539 with Hennepin County for the purchase of assessment services for the period commencing August 1, 2016 and ending July 31, 2020.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The assessment service provided by Hennepin County during the past 35 years has been extremely responsive and professional.
- Hennepin County assigns well-trained and knowledgeable staff to perform the Richfield assessment.
- The City has no less local control of the assessment process under contract with Hennepin County than it would if the assessment was performed by City Staff.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

Since 1981 the City has made the decision to contract with Hennepin County for assessment services.

C. CRITICAL TIMING ISSUES:

- If the City were to consider terminating this contract, the City would need to begin immediately to assemble a City property assessment staff.
- The current contract expires at the end of July and Hennepin County would like notice of the

City's intentions with respect to contract renewal.

D. FINANCIAL IMPACT:

- The cost of purchasing the base assessment service from Hennepin County is \$290,000 per year starting with the 2017 assessment, a 3.57% increase over the past year.
- The cost of the 2016 base assessment was \$280,000.
- The cost estimate of providing an in-house City Assessor and Appraiser staff would be approximately \$491,930 based on metro area city assessing staff average salaries plus benefit cost calculation of 33% of salary.

E. LEGAL CONSIDERATION:

The City and County may enter into a legal contract for the provision of this service.

ALTERNATIVE RECOMMENDATION(S):

The City Council could elect not to renew this contract with Hennepin County. However, if this contract were not renewed, the City would have to hire at least three new employees to provide this service.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None.

ATTACHMENTS:

Description	Type
▣ Hennepin County Assessing Agreement	Contract/Agreement

AGREEMENT

THIS AGREEMENT, Made and entered into by and between the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF RICHFIELD, a political subdivision of the State of Minnesota, hereinafter referred to as "CITY";

WHEREAS, said CITY lies wholly within the COUNTY OF HENNEPIN and constitutes a separate assessment district; and

WHEREAS, under such circumstances, the provisions of Minnesota Statutes, Section 273.072 and Minnesota Statutes, Section 471.59 permit the County Assessor to provide for the assessment of property; and

WHEREAS, said CITY desires the COUNTY to perform certain assessments on behalf of said CITY; and

WHEREAS, the COUNTY is willing to cooperate with said CITY by completing the assessment in a proper manner;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. The COUNTY shall perform the 2017, 2018, 2019, and 2020 property assessment for the CITY OF RICHFIELD in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment by the COUNTY shall be composed of those assessment services

which are set forth in Exhibit A, attached hereto and made a part hereof by this reference, provided that the time frames set forth therein shall be considered to be approximate only.

2. All information, records, data, reports, etc. necessary to allow the COUNTY to carry out its herein responsibilities shall be furnished to the COUNTY without charge by the CITY, and the CITY agrees to cooperate in good faith with the COUNTY in carrying out the work under this Agreement.

3. The CITY agrees to furnish, without charge, secured office space needed by the COUNTY at appropriate places in the CITY's offices. The keys thereto shall be provided to the COUNTY. Such office space shall be sufficient in size to accommodate reasonably three (3) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use at any and all times during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

4. The CITY also agrees to provide appropriate desk and office furniture as necessary, clerical and secretarial support necessary and reasonable for the carrying out of the work herein, necessary office supplies and equipment, copying machines and fax machines and their respective supplies, and telephone and internet service to the COUNTY, all without charge to the COUNTY.

5. It shall be the responsibility of the CITY to have available at the CITY's offices a person who has the knowledge and skill to be able to answer routine questions pertaining to homesteads and property assessment matters and to receive, evaluate and organize homestead applications. The CITY shall store all homestead applications and homestead data in secure storage meeting the requirements set by the COUNTY.

It shall also be the responsibility of the CITY to promptly refer any homestead application which needs investigation to the COUNTY.

6. In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the CITY, its officers, agents, CITY or employees shall in no way be the responsibility of the COUNTY, and CITY shall defend, indemnify and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal,

agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

8. CITY agrees that it will defend, indemnify and hold the COUNTY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The CITY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9. COUNTY agrees that it will defend, indemnify and hold the CITY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the COUNTY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The COUNTY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

10. The COUNTY shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by the COUNTY and for COUNTY's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort, warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.

11. Neither party hereto shall be deemed to be in default of any provision of this Agreement, or for delay or failure in performance, resulting from causes beyond the reasonable control of such party, which causes shall include, but are not limited to, acts of God, labor disputes, acts of civil or military authority, fire, civil disturbance, changes in laws, ordinances or regulations which materially affect the provisions hereof, or any other causes beyond the parties' reasonable control.

12. This Agreement shall commence on August 1, 2016, and shall terminate on July 31, 2020. Either party may initiate an extension of this Agreement for a term of four (4) years by giving the other written notice of its intent to so extend prior to March 1, 2020. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend prior to, April 15, 2020 this Agreement shall terminate on July 31, 2020.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of four (4) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2020. Either party may terminate this Agreement for "just cause" as determined by the Commissioner of Revenue after hearing for such a determination is held by the Commissioner of Revenue and which has been attended by representatives of COUNTY and CITY or which said

representatives had a reasonable opportunity to attend, provided that after such determination, any party desiring to cancel this Agreement may do so by giving the other party no less than 120 days' written notice. If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment.

For the purpose of this Agreement, the term "just cause" shall mean the failure of any party hereto reasonably to perform a material responsibility arising hereunder.

13.A. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of Two Hundred Ninety Thousand Dollars (\$290,000) for each assessment, provided that any payment for the current year's assessment may be increased or decreased by that amount which exceeds or is less than the COUNTY's estimated cost of printing/mailing value notices, Chapter 278 tax court petitions, appraising new construction and new parcels for the current year's assessment. The amount of any increase or decrease shall be specified in the billing for the current year's assessment.

13.B. Regarding each assessment, in addition to being subject to adjustment in the above manner, said assessment cost of \$290,000 may also be increased by the COUNTY if:

- (1) The COUNTY determines that any cost to the COUNTY in carrying out any aspect of this Agreement has increased, including but not limited to the following types of costs: **new construction and new parcel appraisals, mileage, printing/mailing value notices, postage, supplies, labor (including fringe benefits) and other types of costs, whether similar or dissimilar; and/or**

- 2) The COUNTY reasonably determines that other costs should be included in the costs of assessment work.

If the COUNTY desires to increase the assessment cost pursuant to this paragraph 13(B), it shall give written notice thereof by June 15 of any year and such increase shall apply to the assessment for the calendar year next following the current calendar year. Any such notification shall specifically set forth the amount of any new construction and new parcel appraisal charges. Notwithstanding any provisions herein to the contrary, if any such increase, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, exceeds seven and one half percent (7.5%) of the amount charged for the assessment for the then current calendar year, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, the CITY may cancel this Agreement by giving to the COUNTY written notice thereof, provided that said cancellation notice must be received by the COUNTY not later than July 24 of the then current calendar year and said cancellation shall be effective no earlier than five (5) days after the receipt of said notice by the COUNTY and not later than July 31 of said next calendar year. Supportive records of the cost increase will be open to inspection by the CITY at such times as are mutually agreed upon by the COUNTY and CITY.

Failure of the COUNTY to give the CITY a price-change notice by June 15 shall not preclude the COUNTY from giving CITY such notice after said date but prior to September 1 of any year, provided that if such price increase exceeds said ten (10%) - all as above set forth - the CITY may cancel this Agreement if the COUNTY receives notice thereof not later than thirty-nine (39) days from the date of receipt by the CITY of any said late price-change notice, provided further that any such cancellation shall be effective not earlier than five (5) days after COUNTY's receipt of said cancellation notice and not later than forty-six (46) days after the CITY's receipt of any said price-increase

notice.

Payment for each assessment shall be made in the following manner:

Approximately one-half (1/2) of the cost of an assessment (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than the fifteenth (15th) day of the December which precedes the pertinent assessment year; and the remaining portion of said cost (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than July 15 of the pertinent year.

The COUNTY may bill the CITY after the aforesaid dates and in each such case, the CITY shall pay such bill within thirty (30) days after receipt thereof.

14. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY: Mayor, City of Richfield
6700 Portland Ave So
Richfield, MN 55423

TO COUNTY: Hennepin County Administrator
2300A Government Center
Minneapolis, MN 55487

copies to: County Assessor
Hennepin County
2103A Government Center
Minneapolis, MN 55487

copies to: Assistant County Assessor
Hennepin County
2103A Government Center
Minneapolis, MN 55487

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

15. It is expressly understood that the obligations of the CITY under Paragraphs 7, 8, 12, and 13 hereof and the obligations of the CITY which, by their sense and context, are intended to survive the performance thereof by the CITY, shall so survive the completion of performance, termination or cancellation of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this _____ day of _____, 2016.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by County
Attorney's Office:

By: _____
Chair of the County Board

Date: _____

And: _____
Assistant/Deputy/County Administrator

ATTEST: _____
Deputy/Clerk of the County Board

CITY OF RICHFIELD

By: _____

Its _____

And: _____

Its _____

City organized under:

_____ Statutory _____ Option A _____ Option B _____ Charter

EXHIBIT A
CITY OF RICHFIELD

During the contract term, the County shall:

1. Physically inspect and revalue 20% of the real property, as required by law.
2. Physically inspect and value all new construction, additions and renovation.
3. Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
4. Prepare the initial assessment roll.
5. Print and mail valuation notices.
6. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
7. Conduct valuation reviews prior to Board of Review or Open Book Meetings, as determined by the City – approximate dates: March through May 15.
8. Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
9. Maintain an updated property file – current values, classification data and characteristic data.
10. Prepare divisions and combinations as required.
11. Administer the abatement process pursuant to Minn. Stat. §375.192.
12. Prepare appraisals; defend and/or negotiate all Tax Court cases.
13. Provide all computer hardware and software applications necessary to complete contracted services.



STAFF REPORT NO. 101
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Jared Voto, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
6/22/2016

OTHER DEPARTMENT REVIEW: Chris Regis, Finance Manager

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution updating procedures for deferment of special assessments against owner-occupied homestead properties in hardship cases for qualifying homeowners.

EXECUTIVE SUMMARY:

The Council approved a resolution establishing procedures to defer special assessments against eligible owner-occupied properties in cases of hardship in October of 2004. Eligible properties were those owned by a person 65 years of age or older or retired by virtue of a permanent and total disability, for whom it would be a hardship to make the payments.

Since Council's approval, the Legislature has updated the Statute to include deferment eligibility for a homestead property owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, for whom it would be a hardship to make the payments. This resolution updates the policy by adding this eligibility in accordance with Minnesota Statutes.

RECOMMENDED ACTION:

By Motion: Approve a resolution updating procedures for deferment of special assessments against owner-occupied homestead properties in hardship cases for qualifying homeowners.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- City Council approved Resolution No. 9531, a resolution establishing procedures for deferment of special assessments against owner-occupied homestead properties in hardship cases for qualifying owners, on October 26, 2004.
- The Legislature amended Minnesota Statutes Section 435.193 in 2008 to make a member of the Minnesota National Guard or other military reserves who is ordered into active military service eligible for assessment deferral.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Resolution No. 9531, establishing procedures for deferment of special assessments against owner-occupied homestead properties in hardship cases for qualifying owner, was approved by

City Council on October 26, 2004.

- Minnesota Statutes Section 435.193, hardship assessment deferral for seniors, disabled, or military persons, was amended by the Legislature in 2008.

C. CRITICAL TIMING ISSUES:

None

D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

The City Attorney reviewed the updated policy and is available for questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Resolution	Resolution Letter
<input type="checkbox"/>	Exhibit A	Backup Material

RESOLUTION NO. _____

**RESOLUTION UPDATING PROCEDURES FOR DEFERMENT OF
SPECIAL ASSESSMENTS AGAINST OWNER-OCCUPIED HOMESTEAD
PROPERTIES IN HARDSHIP CASES FOR QUALIFYING OWNERS**

WHEREAS, under Minnesota law, cities are authorized to defer the payment of special assessments for any homestead property:

- (1) owned by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the assessment payments; or
- (2) owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined by Minnesota Statute 190.05, subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments; and

WHEREAS, Minnesota Statute 435.193 requires that any City desiring to defer special assessments in such instances much establish, by ordinance or resolution, standards and guidelines for determining the existence of a hardship and for determining the existence of a disability.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota as follows:

1. The City of Richfield hereby adopts a policy, as set forth in the attached Exhibit A to this resolution, to consider requests for the deferment of special assessments upon homestead properties:
 - a. owned by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the assessment payments; or
 - b. owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined by Minnesota Statute 190.05, subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments.
2. The policy previously adopted by Resolution No. 9531 is hereby rescinded and superseded by the policy as set forth in the attached Exhibit A.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of June, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

Exhibit A

POLICY FOR DEFERMENT OF ASSESSMENTS BASED ON HARDSHIP FOR QUALIFYING PERSONS

The City of Richfield hereby establishes a program to defer all or a portion of the special assessments of qualifying persons under the provisions of Minnesota Statutes 435.193 through 435.195. Under the program, the City Council may defer the payment of all or a portion of certified special assessments by property owners who are at least 65 years of age or older or who are retired due to permanent and total disability or who are a member of the Minnesota National Guard or other military reserves who is ordered into active military service and whose households meet certain financial characteristics.

A. Eligibility

1. The property upon which the assessment is deferred must be classified as homestead in the records of the Hennepin County Property Tax Division.
2. The property must be owned by a person:
 - a. Who is at least 65 years of age on January 1st of the year in which payment of the first installment of the subject assessment levy is due; or
 - b. Who is retired due to permanent and total disability. For purposes of this policy, "permanent and total disability" means a condition that is permanent by nature and that totally incapacitates the person from working at an occupation that would generate income to the person; or
 - c. Who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined by Minnesota Statutes 190.05, subdivision 5b or 5c, as amended, as stated in the person's military orders.
3. The applicant must have a "financial hardship" defined as:
 - a. An annual income for the applicant's household size which is at or below the "Very Low Income" limit established annually by HUD for the Minneapolis and St. Paul Metropolitan Area; and
 - b. The aggregate total of special assessment installments from previously-existing special assessment levies plus the first year of the current levy will exceed 1.5 percent of the applicant's annual income.

B. Calculation of Amount to be Deferred

1. The portion of the current levy eligible for deferment is that portion of the levy against the applicant's property which requires a first year installment payment which, when added to the applicant's annual payments from previously existing special assessment levies, would result in an aggregate total of special assessment installments totaling more than 1.5 percent of the applicant's annual household income. The portion of the current levy which can be paid without aggregating total installments above 1.5 percent of the applicant's annual household income may not be deferred.
2. Special assessments levied due to the applicant's failure-to-pay charges for City services or failure to comply to City codes (e.g., delinquent utility assessments, assessments for weed removals, assessments for nuisance abatement, etc.) will not be deferred, and installment payments for existing levies for such services will not be included in calculating the maximum 1.5 percent aggregate payment defined in paragraph B.1. above.

C. Interest

Simple interest at the rate of that particular assessment levy will be added to the deferred assessment, calculated from the date interest started to accrue on the original levy (usually the October 1 immediately following the certification date) to the date of payment of the deferred portion of the assessment.

D. Termination

The option to defer the payment of special assessments will terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any of the following events:

1. The death of the owner, provided that the spouse is otherwise not eligible for the benefits;
2. The sale, transfer, or subdivision of the property or any part thereof;
3. If the property should for any reason lose its homestead status; or
4. The City Council determines that a hardship no longer exists.

E. Application and Approval Process

1. Application for deferral of payment of special assessments must be made on forms prescribed by the Hennepin County Auditor. The applicant must also provide such supplementary documentation as may be required to establish the following:
 - a. The legal description and tax parcel number of the property;
 - b. The street address of the property;
 - c. The status of the homestead classification for the property;
 - d. The description or designation of the local improvement for which assessments are to be or have been levied;
 - e. The name of the homestead owner-occupant;
 - f. The age or disability status of the applicant;
 - g. The applicant's annual household income; and
 - h. The applicant's military orders.
2. Within 30 days after the application is filed with the City Manager, the City Manager should review the application for conformance to the standards and guidelines prescribed above and either grant or deny the application. The City Manager must notify the applicant in writing of the City Manager's decision. If in the judgment of the City Manager exceptional or unusual circumstances exist that are not covered by the standards and guidelines, the City Manager may report to the City Council within 30 days after the application is made, along with a recommendation as to whether the application should be granted or denied.
3. If the City Manager denies an application, the applicant has the right to have the City Council consider the application. The applicant must request City Council review within 20 days after the mailing date of the City Manager's notice of decision.
4. When the City Council considers an application, the Council will grant or deny the application by resolution, based on the standards and guidelines set forth above. The City Council also may grant a deferment if it determines that a hardship exists on the basis of exceptional and unusual circumstances not covered by the standards and guidelines set forth above, provided that the determination is made in a nondiscriminatory manner and does not give the applicant an unreasonable preference or advantage over other applicants. The City Council's decision to grant or deny an application is final.
5. At any time while a special assessment remains deferred and unpaid, the City Manager may request the applicant to provide current and updated information as set forth at paragraph E.1. above, so that the City Manager may verify and determine whether eligibility for the deferral has ended.

This policy is adopted by Resolution No. _____, approved by the Richfield City Council on June 28, 2016.



STAFF REPORT NO. 102
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Betsy Osborn, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director
6/15/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the second reading of an ordinance allowing up to two licensed gambling organizations to conduct gambling at On Sale Liquor or Club establishments.

EXECUTIVE SUMMARY:

Subsection 1100.13 subd. 11 (b) of the City Code currently states On Sale Liquor or Club establishments shall be limited to one licensed gambling organization and one lease at any one time in the licensed premises and any rooms adjoining the premises under the same management.

The City has received requests from the American Legion Auxiliary to conduct raffles at the Minneapolis-Richfield American Legion. A licensed gambling organization already conducts gambling at the American Legion, so the Auxiliary would not be permitted under current code to conduct the raffles. Adoption of the proposed Ordinance would allow the Auxiliary to obtain a premises permit and conduct the raffles at the American Legion. It would also allow greater flexibility for other On Sale Liquor or Club establishments wishing to allow up to two licensed gambling organizations on their premises.

The first reading of this ordinance amendment was heard by the City Council on June 14, 2016. There was no discussion concerning the ordinance change and it was approved.

RECOMMENDED ACTION:

By Motion: Approve the second reading of an amendment to the Lawful Gambling ordinance allowing up to two licensed gambling organizations to conduct gambling at On Sale Liquor or Club establishments.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The City has historically allowed one premises permit at any one time on any one On Sale Liquor or Club establishment.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The City Code currently allows one licensed gambling organization at any one time in an On Sale

Liquor or Club establishment.

- The Minnesota Gambling Control Board does not limit the number of licensed gambling organizations at any one time in an On Sale Liquor or Club establishment.
- Adopting the amended ordinance allowing a second premises permit at any one time for an On Sale Liquor or Club establishment and allowing a second licensed gambling organization to hold a lease with the same On Sale Liquor or Club establishment provides greater flexibility for establishments holding On Sale Liquor and Club licenses.

C. CRITICAL TIMING ISSUES:

There are no critical timing issues.

D. FINANCIAL IMPACT:

There is no financial impact.

E. LEGAL CONSIDERATION:

The City Attorney drafted the ordinance and will be available for questions.

ALTERNATIVE RECOMMENDATION(S):

The Council could leave the City Code as is, which means that those On Sale Liquor and Club establishments would not be able to allow a second premises permit to be held by a licensed gambling organization in their establishment at any one time.

PRINCIPAL PARTIES EXPECTED AT MEETING:

There are no parties expected at this meeting.

ATTACHMENTS:

Description	Type
□ Lawful Gambling Ordinance Amendment	Ordinance

BILL NO. _____

**AN ORDINANCE AMENDING SUBSECTION 1100.13 OF THE RICHFIELD CODE OF
ORDINANCES RELATING TO LAWFUL GAMBLING**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subsection 1100.13, subdivision 11(b) of the Richfield City Code is amended as follows:

Subd. 11. Lawful gambling at on-sale establishments. Lawful gambling at on-sale or club license establishments shall be conducted in compliance with the following regulations:

...

(b) On-sale establishments shall be limited to ~~one (1)~~ two (2) licensed gambling organizations at any one (1) time in the licensed premises and any rooms adjoining the premises under the same management. ~~No lease shall be made with one (1) organization while another lease is in effect for the same on-sale establishment.~~

Sec. 2. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this ____ of _____, 2016.

By: _____
Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

AGENDA SECTION:	PROPOSED ORDINANCES
AGENDA ITEM #	10.



STAFF REPORT NO. 103
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Jared Voto, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
6/21/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the second reading of an ordinance repealing Section 910 of Richfield City Code pertaining to shade tree pest control and replacing it with a new Section 910 and a resolution authorizing summary publication.

EXECUTIVE SUMMARY:

City Code references Minnesota Statutes that are periodically updated by the Legislature. From time-to-time housekeeping updates are needed to City Code to ensure references to Statutes are correct. Section 910 includes references to Statutes that have been repealed and requires a housekeeping update to reference current Statutes.

In addition, with Emerald Ash Borer (EAB) found on private property in the city in March 2016, staff has included EAB as a public nuisance, similar to Oak Wilt and Dutch Elm Disease, allowing the use of special assessments for tree removals, if desired by the property owner.

RECOMMENDED ACTION:

By Motion:

- **Approve the second reading of an ordinance repealing Section 910 of Richfield City Code pertaining to shade tree pest control and replacing it with a new Section 910.**
- **Approve the resolution approving summary publication of an ordinance repealing Section 910 of Richfield City Code pertaining to shade tree pest control and replacing it with a new Section 910.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

City Council approved first reading of the ordinance on June 14, 2016.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Section 910 of Richfield City Code pertains to shade tree disease/pest control.
- Chapter 89 of 2015 Minnesota Statutes pertains to state forests, tree planting, and forest roads, including control of shade tree pests.
- The City Charter requires a first and second reading of ordinances.

C. **CRITICAL TIMING ISSUES:**

None

D. **FINANCIAL IMPACT:**

None

E. **LEGAL CONSIDERATION:**

The City Attorney reviewed the proposed ordinance and is available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Ordinance	Ordinance
<input type="checkbox"/>	Resolution	Resolution Letter

BILL NO. 2016-

**AN ORDINANCE REPEALING SECTION 910 OF RICHFIELD CITY
CODE PERTAINING TO SHADE TREE PEST CONTROL AND
REPLACING IT WITH A NEW SECTION 910**

THE CITY OF RICHFIELD DOES ORDAIN:

SECTION 1. Section 910 of the Richfield City Code is hereby deleted in its entirety and replaced as follows:

SECTION 910. - SHADE TREE PEST CONTROL.

910.01. - Declaration of policy.

The Council has determined that the health of the trees in the city is threatened by shade tree pests, and the loss or ill health of trees growing upon public and private property substantially depreciates the value of property within the city and impairs the safety, good order, general welfare and convenience of the public. In addition to and in accordance with Minn. Stat. §§ 89.001, 89.01, and 89.51-.64, the provisions of this section are adopted as an effort to control and prevent the spread of these shade tree pests.

910.03. - Jurisdiction.

Except as otherwise provided by a permit issued pursuant to Section 810 or Section 811 of this Code, the city shall have control of all street trees, shrubs, and other plantings now or hereafter in any street, park, public right-of-way or easement, or other public place within the city limits, and shall have the power to plant, care for, maintain, remove, and replace such trees, shrubs, and other plantings.

910.05. - Declaration of a shade tree pest.

The Council may by ordinance declare any vertebrate or invertebrate animal, plant pathogen, or plant in the community threatening to cause significant damage to a shade tree or community forest, as defined by Minn. Stat. § 89.001, to be a shade tree pest and prescribe control measures to effectively eradicate, control, or manage the shade tree pest, including necessary timelines for action.

910.07. - Public nuisances defined.

A shade tree pest, as defined by subsection 910.25, occurring within a defined control zone is a public nuisance.

910.09. - Shade tree pest nuisances are unlawful.

It is unlawful for any person to permit any public nuisance as defined in this section to remain on any premises the person owns or controls within the city. The nuisance may be abated as provided in this section.

910.11. - Tree Inspector.

The Council may appoint a tree inspector to coordinate the activities of the city relating to the control and prevention of damage by shade tree pests. The tree inspector will recommend to the Council the detail of any program for the declaration, control, and prevention of shade tree pests. The tree inspector is authorized to enforce or cause to be enforced the tasks incident to such a program adopted by the Council. The term "tree inspector" includes any person designated by Council or the tree inspector to carry out activities authorized in this section.

910.13. - Abatement of shade tree pest nuisances.

In abating a nuisance, defined under subsection 910.07, the organism, condition, plant, tree, wood, or material identified as injurious to the health of shade trees shall be removed or effectively treated so as to destroy and prevent as fully as possible the spread of the shade tree pest. Such abatement procedures shall be carried out in accordance with the control measures and areas prescribed by section 910.25.

910.15. - Reporting discovery of shade tree pest.

Any owner or occupier of land or any person engaged in tree trimming or removal who becomes aware of the existence of a public nuisance caused by a shade tree pest as defined under subsection 910.07 shall report the same to the Public Works Department.

910.17. - Inspection and application of control measures.

Subdivision 1. The tree inspector is authorized to inspect premises and places within the city to determine whether shade tree pests exist thereon and to investigate all reported incidents of shade tree pests. The tree inspector is authorized to take all reasonable measures to prevent the maintenance of public nuisances and may enforce the provisions relating to abatement in this section. Diagnosis of shade tree pests may be by the presence of commonly recognized symptoms; by tests as may be recommended by the commissioner of the Minnesota Department of Agriculture or the commissioner of the Minnesota Department of Natural Resources; or other reliable means.

Subd. 2. Except in situations of imminent danger to human life and safety, the tree inspector shall not enter private property for the purpose of inspecting or preventing maintenance of public nuisances without the permission of the owner, resident, or other person in control of the property, unless the tree inspector has obtained a warrant or order from a court of competent jurisdiction authorizing the entry.

Subd. 3. No person, firm, or corporation shall interfere with the tree inspector or with anyone acting under the tree inspector's authority while engaged in activities authorized by this section.

910.19. - Standard abatement procedure.

Except as provided in subsection 910.21, whenever a tree inspector determines with reasonable certainty that a public nuisance, as described by this ordinance, is being maintained or exists on premises in the city, the tree inspector is authorized to abate a public nuisance according to the procedures in this subsection.

Subdivision 1. The tree inspector will notify in writing the owner of record of the premises that a public nuisance exists and order that the nuisance be terminated or abated. The notice may be given in person or by mail. Failure of any party to receive the mail does not invalidate the service of the notice. The tree inspector shall keep a copy of the notice.

Subd. 2. The notice of abatement shall state that unless the public nuisance is abated by the owner, it will be abated by the city at the expense of the owner. The notice shall specify the control measures to be taken to abate the nuisance, and provide a reasonable amount of time to abate the nuisance. The notice will also state that the owner has the right to appeal the determination that a public nuisance exists by submitting a request in writing to the tree inspector within seven (7) days after service of the notice, or before the date by which abatement must be completed, whichever comes first.

Subd. 3. If no timely appeal is submitted, and the control measures prescribed in the notice of abatement are not complied with within the time provided by the notice or any additional time granted, the tree inspector or designated person shall have the authority to obtain permission or an administrative search warrant, enter the property, and carry out abatement in accordance with the notice of abatement.

910.21. - Abatement procedure in event of imminent danger.

Subdivision 1. If the tree inspector determines that the danger of infestation to other shade trees is imminent, and delay in control measures may put public health, safety, or welfare in immediate danger, the tree inspector may provide for abatement without following subsections 910.19. The tree inspector must reasonably attempt to notify the owner of the affected property of the intended action.

Subd. 2. Nothing in this section shall prevent the city, without notice or other process, from immediately abating any condition that poses an imminent and serious hazard to human life or safety.

910.23. - Recovery of cost of abatement; liability and assessment.

Subdivision 1. The owner of premises on which a nuisance has been abated by the city shall be personally liable for the cost to the city of the abatement, including administrative costs.

Subd. 2. After notice and hearing, as provided in Minn. Stat. § 429.061 (which may be amended from time to time), the city clerk shall, on or before September 1 next following abatement of the nuisance, list the total unpaid charges against each separate lot or parcel to which the charges are attributable. The Council may then certify the charges against the property to the county auditor for collection along with current taxes the following year or in annual installments as the Council may determine in each case.

910.25. – Declared shade tree pests, control measures, and control areas.

Subdivision 1. Oak wilt.

(a) Oak wilt disease is a shade tree pest and is defined as any living or dead tree, log, firewood, limb, branch, stump, or other portion of a tree from any species of the genus *Quercus* existing within the control area defined that has bark attached and that exceeds three (3) inches in diameter or ten (10) inches in circumference and contains to any degree any spore or reproductive structures of the fungus *Ceratocystis fagacearum*.

(b) The control measures taken to abate oak wilt disease shall be in accordance with current technical and expert opinions and plans as designed by the state of Minnesota commissioner of agriculture or commissioner of natural resources.

(c) The control area for oak wilt disease is defined as all lands within the boundaries of the city.

Subd. 2. Dutch elm disease.

(a) Dutch elm disease is a shade tree pest and is defined as a disease of elm trees caused by the fungus *Ophiostoma ulmi* or *Ophiostoma novo-ulmi*, and includes any living or dead tree, log, firewood, limb, branch, stump, or other portion of a tree from any species of the genus *Ulmus* existing within the control area defined that has bark attached and that exceeds three (3) inches in diameter or ten (10) inches in circumference and could contain bark beetles or any spore or reproductive structures of the fungus *Ophiostoma ulmi* or *Ophiostoma novo-ulmi*.

(b) The control measures taken to abate Dutch elm disease shall be in accordance with current technical and expert opinions and plans as designed by the state of Minnesota commissioner of agriculture or commissioner of natural resources.

(c) The control area for Dutch elm disease is defined as all lands within the boundaries of the city.

Subd. 3. Emerald ash borer.

(a) Emerald ash borer is a shade tree pest and is defined as an insect that attacks and kills ash trees. The adults are small, iridescent green beetles that live outside of trees during the summer months. The larvae are grub- or worm-like and live underneath the bark of ash trees.

(b) The control measures taken to abate emerald ash borer shall be in accordance with current technical and expert opinions and plans as designed by the state of Minnesota commissioner of agriculture or commissioner of natural resources.

(c) The control area for emerald ash borer is defined as all lands within the boundaries of the city.

SECTION 2. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 28th day of June, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION OF AN
ORDINANCE REPEALING SECTION 910 OF RICHFIELD CITY CODE
PERTAINING TO SHADE TREE PEST CONTROL AND REPLACING IT
WITH A NEW SECTION 910**

WHEREAS, the City has adopted the above referenced ordinance amending the Richfield City Code; and

WHEREAS, the verbatim text of the ordinance is cumbersome, and the expense of publication of the complete text is not justified.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION
BILL NO. 2016-_____**

**AN ORDINANCE REPEALING SECTION 910 OF RICHFIELD CITY
CODE PERTAINING TO SHADE TREE PEST CONTROL AND
REPLACING IT WITH A NEW SECTION 910**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This ordinance updates shade tree pest control measures and abatement and assessment procedures, including updating references to Minnesota Statutes related to the control of shade tree pests and establishing Emerald Ash Borer as a public nuisance in the city, similar to Oak Wilt and Dutch Elm Disease, and allowing the use of special assessments for tree removals, if desired by the property owner.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Public Works Department at (612) 861-9170.

Adopted by the City Council of the City of Richfield, Minnesota, this 28th day of June, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 104
CITY COUNCIL MEETING
6/28/2016

REPORT PREPARED BY: Melissa Poehlman, City Planner

DEPARTMENT DIRECTOR REVIEW: Karen Barton, Community Development Assistant Director
6/20/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
6/22/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of a resolution regarding land use approvals to allow construction of shoreline improvements and quasi-public amenities along the east side of Richfield Lake.

EXECUTIVE SUMMARY:

In 2013 The Cornerstone Group received approvals related to the redevelopment of the former Lyndale Garden Center property. Those plans included a 151-unit apartment building, approximately 10,000 square feet of retail/restaurant space, and outdoor activity areas along Richfield Lake. Those plans also encompassed the land that is now home to Lakewinds Food Cooperative and the vacant lot to the south of Lakewinds parking lot. Land use approvals typically expire after one year unless extensions are requested and granted by the Council. Despite extensions, sufficient financing for the development of the northern half of the site was not secured and all land use approvals related to the project expired in December of 2015.

The Cornerstone Group (applicant) continues to work toward redevelopment of the site that will be substantially similar to what was approved in 2013. In order to take advantage of grant funds that will expire in June of 2017, the applicant is requesting approval of just the shoreline improvements along the eastern edge of Richfield Lake. These improvements include a performance stage, bike and pedestrian connections to the existing path around Richfield Lake, and community garden space. The applicant has indicated that a proposal for the remainder of the site is anticipated in the near future.

Construction of shoreline improvements is anticipated to begin in October of this year, following necessary environmental work. The applicant indicates that construction will take approximately 4-6 months and that the performance stage would be available for use by summer of 2017. The applicant has indicated that the performance area would likely be programmed for smaller, rather than community-wide, events. Due to the uncertainty of what will be happening on the site at that time, a stipulation requiring staff approval of a parking plan prior to the events has been included in the attached resolution. The Developer is aware of and in agreement with this requirement. It is anticipated that after some time, a typical parking plan will be developed and accepted so that approval prior to every event is no longer necessary.

RECOMMENDED ACTION:

By Motion: Approve the resolution granting approval of a Final Development Plan and Conditional Use Permit for a Planned Unit Development along the eastern shoreline of Richfield Lake.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Discussed in the Executive Summary.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

There are a number of different review criteria that apply to this proposal. A full discussion of all requirements has been included as an attachment to this report.

Planned Unit Development

The property in question is zoned for a Mixed Use Planned Unit Development (PUD); however, the individual parcel is not large enough to qualify as a PUD on its own. The minimum land area necessary for a PUD is one acre. That said, this parcel will not function alone and the intent of the ordinance - to encourage the efficient use of land and resources and to encourage innovation in planning and building - is met when the development is considered as a whole. It is the opinion of staff that these improvements meet the criteria necessary to approve a Planned Unit Development.

Conditional Use Permit

There are eight specific criteria related to the issuance of a Conditional Use Permit (CUP). These criteria primarily address whether or not a proposal is consistent with the goals of the City's Comprehensive Plan and Zoning Code and the general regulations of the District in which the project is located. The Mixed Use designations of the Comprehensive Plan and Zoning Code accommodate a wide variety of uses including parks. Community gardens are permitted as an accessory use to existing institutional uses, such as a park, church, or school, but not to a commercial or housing development.

The PUD zoning offers flexibility on this matter and a stipulation requiring the property owner to maintain and manage the gardens in a clean and orderly manner has been included. It is the opinion of staff that the criteria necessary to issue the Conditional Use Permit are also met.

C. CRITICAL TIMING ISSUES:

60-DAY RULE: The 60-day clock 'started' when a complete application was received on June 14, 2016.

A decision is required by *August 13, 2016* OR the Council must notify the applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.

D. FINANCIAL IMPACT:

Required application fee(s) have been paid.

E. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on May 23, 2016.
- Notice of the public hearing was published in the Sun Current newspaper and mailed to properties within 350 feet of the site.
- No members of the public spoke before the Planning Commission.
- One written comment against the project was received and is attached to this report.
- The Planning Commission recommended approval of the request (7-0).

ALTERNATIVE RECOMMENDATION(S):

- Approve the resolution with modifications.
- Deny the requests with findings that requirements are not met.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Colleen Carey, President at The Cornerstone Group

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter
□ Requirements	Exhibit
□ Proposed Plans	Exhibit

- Public Comment(s)
- Planning & Zoning Maps

Exhibit
Exhibit

RESOLUTION NO. _____

**RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN
AND CONDITIONAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT
AT APPROXIMATELY 6400 LYNDAL AVENUE**

WHEREAS, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to include shoreline improvements and quasi-public amenities in coordination with adjacent mixed use development, on land generally located along the eastern shore of Richfield Lake (the "Property"), legally described as:

Outlot B, Block 1, Lyndale Gardens, Hennepin County, Minnesota

WHEREAS, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested final development plan and conditional use permit at its May 23, 2016 meeting; and

WHEREAS, notice of the public hearing was published in the Sun-Current and mailed to properties within 350 feet of the subject property on May 10, 2016; and

WHEREAS, the requested final development plan and conditional use permit meets the requirements necessary for approving a planned unit development as specified in Richfield's Zoning Code, Section 542.09, Subd. 3 and as detailed in City Council Staff Report No. _____; and

WHEREAS, the request meets those requirements necessary for approving a conditional use permit as specified in Richfield's Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No. _____; and

WHEREAS, the City has fully considered the request for approval of a planned unit development, final development plan and conditional use permit; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. The City Council adopts as its Findings of Fact the WHEREAS clauses set forth above.
2. A planned unit development, final development plan and conditional use permit are approved for shoreline improvements and quasi-public amenities adjacent to a future mixed use development site as described in City Council Report No. ____, on the Subject Property legally described above.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:
 - A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
 - A parking plan must be submitted to and approved by the Community Development Director prior to the scheduling of any events at the performance stage.

- Cross-access and shared parking agreements must be recorded against all parcels (Lots 1 & 2, Outlots B & C, Block 1, Lyndale Gardens) prior to the issuance of building permits for the amphitheater.
 - Community gardens must be managed and maintained in a clean and orderly fashion with proper waste disposal.
 - Final stormwater management plans must be approved by the Public Works Director.
 - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report and compliance with all other City and State regulations.
 - Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
 - The property owner is responsible for maintenance and replacement of all approved landscaping.
4. The approved planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed, or upon written request by the developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.
5. The approved planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of June, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

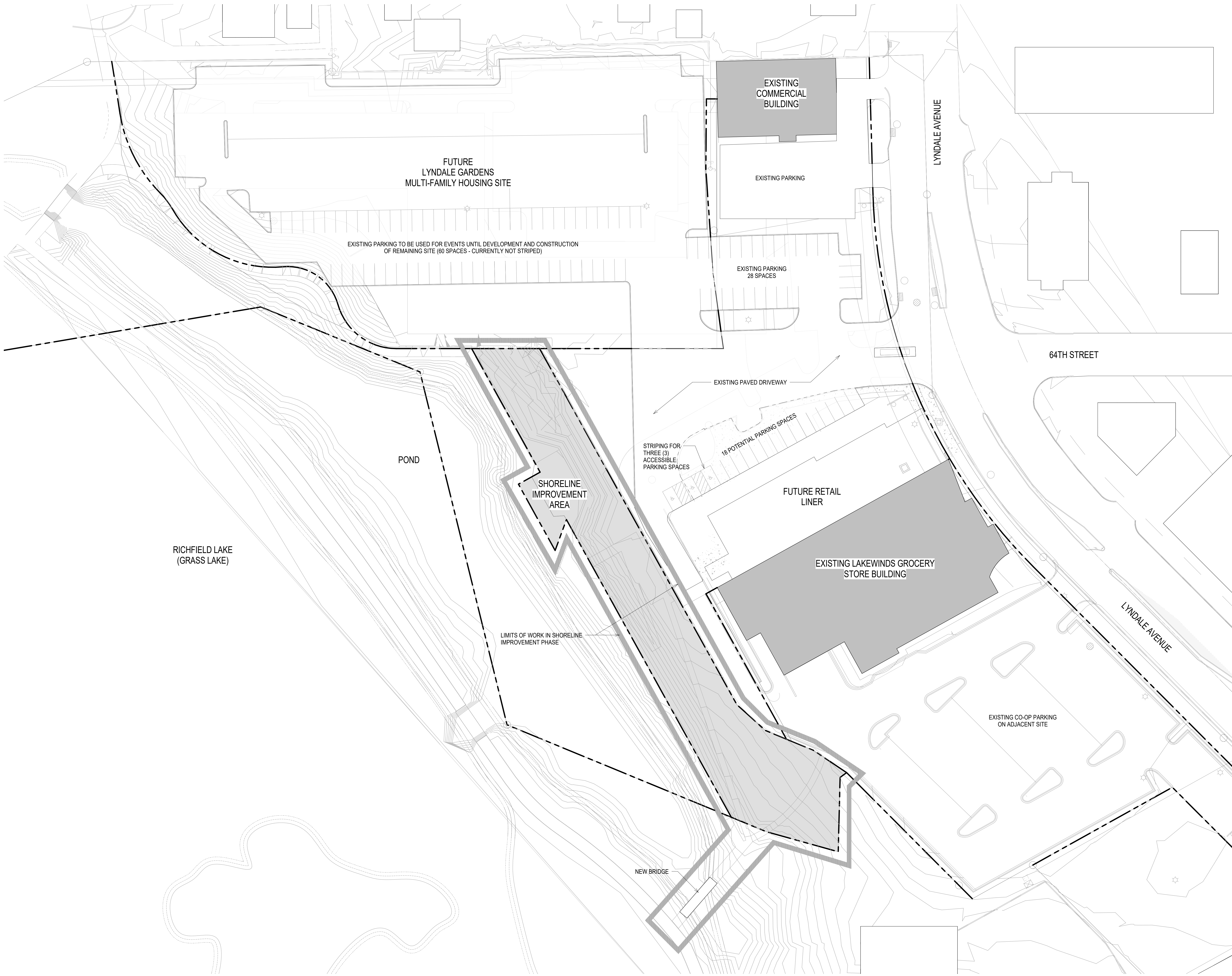
Required Findings

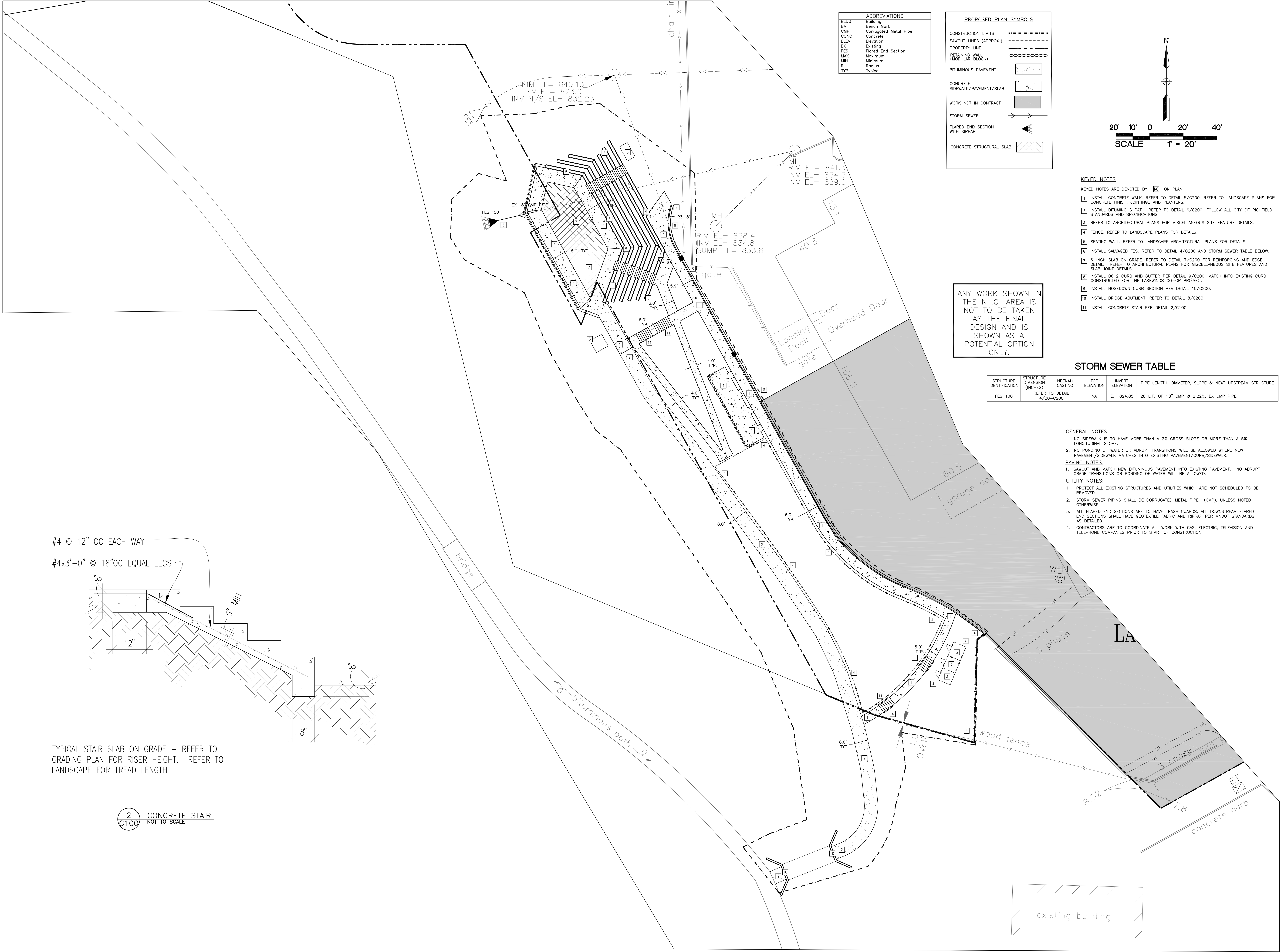
Part 1: The following findings are necessary for approval of a PUD application (542.09 Subd. 3):

1. *The proposed development conforms to the goals and objectives of the City's Comprehensive Plan and any applicable redevelopment plans.* The City's Comprehensive Plan designates these properties as part of a larger mixed use district encompassing the 66th Street and Lyndale Avenue area. The intent of the mixed use category is to focus on creating a city center in Richfield that will serve as a "downtown." The city center is to include a mix of residential, shopping, recreational and business uses. The proposed quasi-public areas, connection to the lake, and community gardens offer additional opportunities for activity and engagement in the City's central business district.
2. *The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries.* This requirement will continue to be monitored as additional pieces of this redevelopment site come to fruition.
3. *The development is in substantial conformance with the purpose and intent of the guiding district, and departures from the guiding district regulations are justified by the design of the development.* The proposed development is a piece of a larger development proposal that meets the intent of the Mixed Use guiding districts. The purpose of these districts is to encourage a mix of uses that are complimentary to one another and support the ability to live, work, and play within a compact area.
4. *The development will not create an excessive burden on parks, schools, streets or other public facilities and utilities that serve or area proposed to serve the development.* The City's Public Works, Engineering, and Recreation Departments have reviewed the proposal and do not anticipate any issues.
5. *The development will not have undue adverse impacts on neighboring properties.* No undue adverse impacts are anticipated.
6. *The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest.* This requirement is met; appropriate stipulations have been incorporated into the final resolution.

Part 2: All uses are conditional uses in the PMR District. The findings necessary to issue a Conditional Use Permit (CUP) are as follows (Subd. 547.09, Subd. 6):

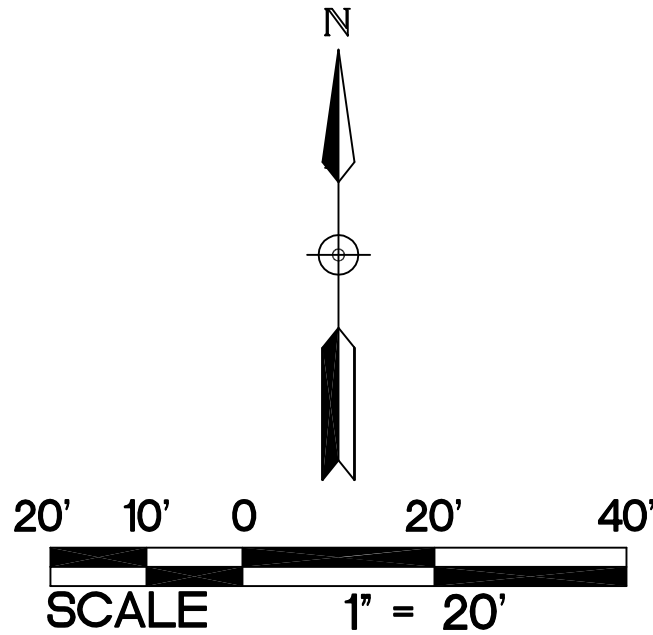
1. *The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan.* See above – Part 1, #1.
2. *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.* See above – Part 1, #3
3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.* N/A
4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.* The proposed development is in substantial compliance with City performance standards.
5. *The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.* The City's Public Works and Engineering Departments have reviewed the proposal and do not anticipate any adverse impacts.
6. *The use will not have undue adverse impacts on the public health, safety, or welfare.* Adequate provisions have been made to protect the public health, safety and welfare.
7. *There is a public need for such use at the proposed location.* See above – Part 1, #1.
8. *The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit.* This requirement is met.





ABBREVIATIONS	
BUILD	Building
BM	Bench Mark
CMP	Corrugated Metal Pipe
CONC	Concrete
ELEV	Elevation
EX	Existing
FES	Flared End Section
MAX	Maximum
MIN	Minimum
R	Radius
TYP.	Typical

PROPOSED PLAN SYMBOLS	
CONSTRUCTION LIMITS	---
SAWCUT LINES (APPROX.)	- - - - -
PROPERTY LINE	---
RETAINING WALL (MODULAR BLOCK)	=====
BITUMINOUS PAVEMENT	XXXXXX
CONCRETE SIDEWALK/PAVEMENT/SLAB	=====
WORK NOT IN CONTRACT	=====
STORM SEWER	---
FLARED END SECTION WITH RIPRAP	---
CONCRETE STRUCTURAL SLAB	XXXXXX



- KEYED NOTES ARE DENOTED BY [] ON PLAN.
1. INSTALL CONCRETE WALK. REFER TO DETAIL 5/C200. REFER TO LANDSCAPE PLANS FOR CONCRETE FINISH, JOINTING, AND PLANTERS.
 2. INSTALL BITUMINOUS PATH. REFER TO DETAIL 6/C200. FOLLOW ALL CITY OF RICHFIELD STANDARDS AND SPECIFICATIONS.
 3. REFER TO ARCHITECTURAL PLANS FOR MISCELLANEOUS SITE FEATURE DETAILS.
 4. FENCE. REFER TO LANDSCAPE PLANS FOR DETAILS.
 5. SEATING WALL. REFER TO LANDSCAPE ARCHITECTURAL PLANS FOR DETAILS.
 6. INSTALL SALVAGED FES. REFER TO DETAIL 4/C200 AND STORM SEWER TABLE BELOW.
 7. 6-INCH SLAB ON GRADE. REFER TO DETAIL 7/C200 FOR REINFORCING AND EDGE DETAIL. REFER TO ARCHITECTURAL PLANS FOR MISCELLANEOUS SITE FEATURES AND SLAB JOINT DETAILS.
 8. INSTALL B612 CURB AND GUTTER PER DETAIL 9/C200. MATCH INTO EXISTING CURB CONSTRUCTED FOR THE LAKEWINDS CO-OP PROJECT.
 9. INSTALL NOSEDOWN CURB SECTION PER DETAIL 10/C200.
 10. INSTALL BRIDGE ABUTMENT. REFER TO DETAIL 8/C200.
 11. INSTALL CONCRETE STAIR PER DETAIL 2/C100.

ANY WORK SHOWN IN THE N.I.C. AREA IS NOT TO BE TAKEN AS THE FINAL DESIGN AND IS SHOWN AS A POTENTIAL OPTION ONLY.

STORM SEWER TABLE

STRUCTURE IDENTIFICATION	STRUCTURE DIMENSION (INCHES)	NEENAH CASTING	TOP ELEVATION	INVERT ELEVATION	PIPE LENGTH, DIAMETER, SLOPE & NEXT UPSTREAM STRUCTURE
FES 100	REFER TO DETAIL 4/00-C200	NA	E. 824.85	28 L.F. OF 18" CMP @ 2.22%, EX CMP PIPE	

- GENERAL NOTES:
1. NO SIDEWALK IS TO HAVE MORE THAN A 2% CROSS SLOPE OR MORE THAN A 5% LONGITUDINAL SLOPE.
 2. NO PONDING OF WATER OR ABRUPT TRANSITIONS WILL BE ALLOWED WHERE NEW PAVEMENT/SIDEWALK MATCHES INTO EXISTING PAVEMENT/CURB/SIDEWALK.
- PAVING NOTES:
1. SAWCUT AND MATCH NEW BITUMINOUS PAVEMENT INTO EXISTING PAVEMENT. NO ABRUPT GRADE TRANSITIONS OR PONDING OF WATER WILL BE ALLOWED.
- UTILITY NOTES:
1. PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED TO BE REMOVED.
 2. STORM SEWER PIPING SHALL BE CORRUGATED METAL PIPE (CMP), UNLESS NOTED OTHERWISE.
 3. ALL FLARED END SECTIONS ARE TO HAVE TRASH GUARDS, ALL DOWNSTREAM FLARED END SECTIONS SHALL HAVE GEOTEXTILE FABRIC AND RIPRAP PER MNDOT STANDARDS, AS DETAILED.
 4. CONTRACTORS ARE TO COORDINATE ALL WORK WITH GAS, ELECTRIC, TELEVISION AND TELEPHONE COMPANIES PRIOR TO START OF CONSTRUCTION.



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Revisions		
No.	Date	Description

FOR PERMIT

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Project Title
**LYNDALE GARDENS
SHORELINE
IMPROVEMENTS**
LYNDALE GARDENS
LIVE WORK PLAY

Sheet Title
**PHASE I-PAVING,
GEOMETRIC AND
UTILITY PLAN**

Sheet Number

C100

6400 Lyndale AVE, Land use
permits to allow construction
of stage, and setting area
along eastern edge of Richfield
Lake.

Richfield Lake is home to birds
and other wild life that need
trees and ground to nest in.
Destroying these forests area
would cause real problems
for the wild life. There are
other parks for stage and
setting area. Use Augsburg
Park instead.



Lyndale Gardens Site - PUD, IUP 6/2016

6400-6430 Lyndale - Surrounding Zoning

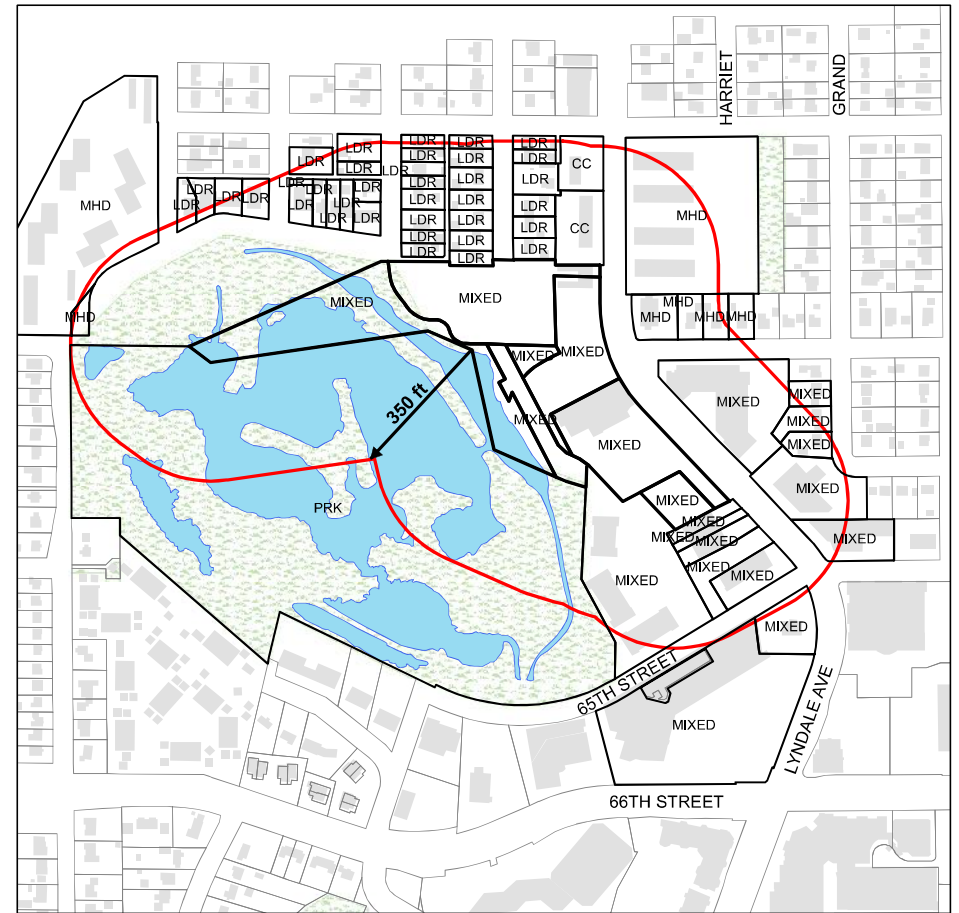


C-2 - General Commercial
PMU - Planned Mixed Use
PMR - Planned Multi-Family Residential
R - Single Family Residential
MR-2 - Multi-Family Residential
MR-3 - High Density Multi-Family Residential

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Lyndale Gardens Site - PUD, IUP 6/2016

6400-6430 Lyndale - Surrounding Comp Plan



MIXED - Mixed Use
LDR - Low Density Residential
MHD - Medium-High Density Residential
CC - Community Commercial
PRK - Park

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